

CP-3 – Collocation Feasibility Study Interval

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| Purpose: Evaluates the timeliness of the Qwest sub-process function of providing a collocation feasibility study to the CLEC. | |
| Description: Measures average interval to respond to collocation studies for feasibility of installation. <ul style="list-style-type: none"> Includes feasibility studies, for collocations of types specified herein that are completed in the reporting period, subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual.^{NOTE 1} Interval begins with the Collocation Application Date and ends with the date Qwest completes the Feasibility Study and provides it to the CLEC. The Collocation Application Date is the date Qwest receives from the CLEC a complete application for collocation. In cases where the CLEC's application for collocation is received by Qwest on a weekend or holiday, the Collocation Application Date is the next <u>business day</u> following the weekend or holiday. | |
| Reporting Period: One month | Unit of Measure: Calendar Days |
| Reporting Comparisons: CLEC aggregate and individual CLEC results | Disaggregation Reporting: Statewide level. |
| Formula: $\frac{\Sigma[(\text{Date Feasibility Study provided to CLEC}) - (\text{Date Qwest receives CLEC request for Feasibility Study})]}{(\text{Total Feasibility Studies Completed in the Reporting Period})}$ | |
| Exclusions: <ul style="list-style-type: none"> CLEC-caused delays of, or CLEC requests for feasibility study completions resulting in greater than ten calendar days from Collocation Application Date to scheduled feasibility study completion date. | |
| Product Reporting: None | Standard: 10 calendar days or less |
| Availability: Available | Notes: <ol style="list-style-type: none"> Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state). |

CP-4 – Collocation Feasibility Study Commitments Met

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| Purpose: Evaluates the degree that Qwest completes the sub-process function of providing a collocation feasibility study to the CLEC as committed. | |
| Description: Measures the percentage of collocation feasibility studies for installations that are completed within the Scheduled Interval <ul style="list-style-type: none"> The Scheduled Interval is ten calendar days from the Collocation Application Date or, if interconnection agreements call for different intervals, within intervals specified in the agreements, or if otherwise delayed by the CLEC, the interval resulting from the delay. Includes all feasibility studies for collocations of types specified herein, that are completed in the reporting period. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. ^{NOTE 1} Considers the interval from the Collocation Application Date to the date Qwest completes the Feasibility Study and provides it to the CLEC. The Collocation Application Date is the date Qwest receives from the CLEC a complete application for collocation. In cases where the CLEC's application for collocation is received by Qwest on a weekend or holiday, the Collocation Application Date is the next <u>business day</u> following the weekend or holiday. Subject to superceding terms in the CLEC's interconnection agreement, when a CLEC submits six (6) or more Collocation applications in a one-week period in any state, feasibility study intervals will be individually negotiated and the resulting intervals used instead of ten calendar days in this measurement. | |
| Reporting Period: One month | Unit of Measure: Percent |
| Reporting Comparisons: CLEC aggregate and individual CLEC results | Disaggregation Reporting: Statewide level. |
| Formula: $\left[\frac{\text{Total Applicable Collocation Feasibility studies completed within Scheduled Intervals}}{\text{Total applicable Collocation Feasibility studies completed in the reporting period}} \right] \times 100$ | |
| Exclusions: None | |
| Product Reporting: None | Standard: 90 percent or more |
| Availability: Available | Notes: 1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state). |

DEFINITION OF TERMS

Application Date (and Time) – The date (and time) on which Qwest receives from the CLEC a complete and accurate local service request (LSR) or access service request (ASR) or retail order, subject to the following:

- For the following types of requests/orders, the application date (and time) is the start of the next business day:
 - (1) LSRs and ASRs received after 3:00PM MT for Designed Services and Local Number Portability (except non-designed, flow-through LNP).
 - (2) Retail orders received after 3:00 PM local time for Designed Services.
 - (3) LSRs received after 7:00PM MT for POTS Resale (Residence and Business), Non-Design Resale Centrex, non-designed UNE-P, Unbundled Loops, and non-designed, flow-through LNP.
 - (4) Retail orders for comparable non-designed services cannot be received after closing time, so the cutoff time is essentially the business office closing time.
- For all types of orders that are received from Friday at 7:00 PM MT through Sunday, or on holidays, and do not flow through, the application date (and time) is the next, non-weekend business day.

Automatic Location Information (ALI) – The feature of E911 that displays at the Public Safety Answering Point (PSAP) the street address of the calling telephone number. This feature requires a data storage and retrieval system for translating telephone numbers to the associated address. ALI may include Emergency Service Number (ESN), street address, room or floor, and names of the enforcement, fire and medical agencies with jurisdictional responsibility for the address. The Management System (E911) database is used to update the Automatic E911 Location Information databases.

Bill Date – The date shown at the top of the bill, representing the date on which Qwest begins to close the bill.

Blocking – Condition on a telecommunications network where, due to a maintenance problem or an traffic volumes exceeding trunking capacity in a part of the network, some or all originating or terminating calls cannot reach their final destinations. Depending on the condition and the part of the network affected, the network may make subsequent attempts to complete the call or the call may be completely blocked. If the call is completely blocked, the calling party will have to re-initiate the call attempt.

Business Day – Workdays that Qwest is normally open for business. Business Day = Monday through Friday, excluding weekends and Qwest published Holidays including New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas. Individual measurement definitions may modify (typically expanding) this definition as described in the Notes section of the measurement definition.

Cleared Trouble Report – A trouble report for which the trouble has been cleared, meaning the customer is "back in service".

Closed Trouble Report – A trouble report that has been closed out from a maintenance center perspective, meaning the ticket is closed in the trouble reporting system following repair of the trouble.

Code Activation (Opening) – Process by which new NPA/NXXs (area code/prefix) is defined, through software translations to network databases and switches, in telephone networks. Code activation (openings) allow for new groups of telephone numbers (usually in blocks of 10,000) to be made available for assignment to an ILEC's or CLEC's customers, and for calls to those numbers to be passed between carriers.

Common Channel Signaling System 7 (CCSS7) – A network architecture used to for the exchange of signaling information between telecommunications nodes and networks on an out-of-band basis. Information exchanged provides for call set-up and supports services and features such as CLASS and database query and response.

Common Transport – Trunk groups between tandem and end office switches that are shared by more than one carrier, often including the traffic of both the ILEC and several CLECs.

Completion – The time in the order process when the service has been provisioned and service is available.

DEFINITION OF TERMS (continued)

Completion Notice – A notification the ILEC provides to the CLEC to inform the CLEC that the requested service order activity is complete.

Coordinated Customer Conversion -- Orders that have a due date negotiated between the ILEC, the CLEC, and the customer so that work activities can be performed on a coordinated basis under the direction of the receiving carrier.

Customer Requested Due Date – A specific due date requested by the customer which is either shorter or longer than the standard interval or the interval offered by the ILEC.

Customer Trouble Reports – A report that the carrier providing the underlying service opens when notified that a customer has a problem with their service. Once resolved, the disposition of the trouble is changed to closed.

Dedicated Transport – A network facility reserved to the exclusive use of a single customer, carrier or pair of carriers used to exchange switched or special, local exchange, or exchange access traffic.

Delayed Order – An order which has been completed after the scheduled due date and/or time.

Directory Assistance Database – A database that contains subscriber records used to provide live or automated operator-assisted directory assistance. Including 411, 555-1212, NPA-555-1212.

Directory Listings – Subscriber information used for DA and/or telephone directory publishing, including name and telephone number, and optionally, the customer's address.

DS-0 – Digital Service Level 0. Service provided at a digital signal speed commonly at 64 kbps, but occasionally at 56 kbps.

DS-1 – Digital Service Level 1. Service provided at a digital signal speed of 1.544 Mbps.

DS-3 – Digital Service Level 3. Service provided at a digital signal speed of 44.736 Mbps.

Due Date – The date provided on the Firm Order Confirmation (FOC) the ILEC sends the CLEC identifying the planned completion date for the order.

End Office Switch – A switch from which an end users' exchange services are directly connected and offered.

Final Trunk Groups – Interconnection and interoffice trunk groups that do not overflow traffic to other trunk groups when busy.

Firm Order Confirmation (FOC) – Notice the ILEC sends to the CLEC to notify the CLEC that it has received the CLECs service request, created a service order, and assigned it a due date.

Flow-Through – The term used to describe whether a LSR electronically is passed from the OSS interface system to the ILEC legacy system to automatically create a service order. LSRs that do not flow through require manual intervention for the service order to be created in the ILEC legacy system.

Interval Zone 1/Zone 2 – Interval Zone 1 areas are wire centers for which Qwest specifies shorter standard service intervals than for Interval Zone 2 areas.

Installation – The activity performed to activate a service.

Installation Troubles – A trouble, which is identified after service order activity and installation, has completed on a customer's line. It is likely attributable to the service activity (within a defined time period).

Interconnection Trunks – A network facility that is used to interconnect two switches generally of different local exchange carriers

Inward Activity – Refers to all orders for new or additional lines/circuits. For change order types, additional lines/circuits consist of all C orders with "I" and "T" action coded line/circuit USOCs that represent new or additional lines/circuits, including conversions from retail to CLEC and CLEC to CLEC.

Jeopardy – A condition experienced in the service provisioning process which results potentially in the inability of a carrier to meet the committed due date on a service order

Jeopardy Notice – The actual notice that the ILEC sends to the CLEC when a jeopardy has been identified.

Lack of Facilities – A shortage of cable facilities identified after a due date has been committed to a customer, including the CLEC. The facilities shortage may be identified during the inventory assignment process or during the service installation process, and typically triggers a jeopardy.

Local Exchange Routing Guide (LERG) – A Bellcore master file that is used by the telecom industry to identify NPA-NXX routing and homing information, as well as network element and equipment designations. The file also includes scheduled network changes associated with activity within the North American Numbering Plan (NANP).

Local Exchange Traffic – Traffic originated on the network of a LEC in a local calling area that terminates to another LEC in a local calling area.

DEFINITION OF TERMS (continued)

Local Number Portability (formerly defined under Permanent Number Portability and also known as – Long Term Number Portability) – A network technology which allows end user customers to retain their telephone number when moving their service between local service providers. This technology does not employ remote call forwarding, but actually allows the customer's telephone number to be moved and redefined in the network of the new service provider. The activity to move the telephone number is called "porting."

Local Service Request (LSR) – Transaction sent from the CLEC to the ILEC to order services or to request a change(s) be made to existing services.

MSA/Non-MSA – Metropolitan Statistical Area is a government defined geographic area with a population of 50,000 or greater. Non-Metropolitan Statistical Area is a government defined geographic area with population of less than 50,000. Qwest depicts MSA Non-MSA based on NPA NXX. Where a wire center is predominantly within an MSA, all lines are counted within the MSA.

Mechanized Bill – A bill that is delivered via electronic transmission.

NXX, NXX Code or Central Office Code – The three digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

Plain Old Telephone Service (POTS) – Refers to basic 2-wire, non-complex analog residential and business services. Can include feature capabilities (e.g., CLASS features).

Projects – Service requests that exceed the line size and/or level of complexity which would allow for the use of standard ordering and provisioning processes. Generally, due dates for projects are negotiated, coordination of service installations/changes is required and automated provisioning may not be practical.

Query Types – Pre-ordering information that is available to a CLEC that is categorized according to standards issued by OBF and/or the FCC.

Ready For Service (RFS) – The status achieved in the installation of a collocation arrangement when all "operational" work has been completed. Operational work consists of the following as applicable to the particular type of collocation:

- Cage enclosure complete;
- DC power is active (including fuses available, BDFB [Battery Distribution Fuse Board] in place, and cables between the CLEC and power terminated);
- Primary AC outlet in place;
- Cable racking and circuit terminations are complete (e.g. fiber jumpers placed between the Outside Plant Fiber Distribution Panel and the Central Office Fiber Distribution Panel serving the CLEC). and
- The following items complete, subject to the CLEC having made required payments to Qwest (e.g., final payment): (If the required CLEC payments have not been made, the following items are not required for RFS):
 - Key turnover made available to CLEC.
 - APOT/CFA complete, as defined/required in the CLEC's interconnection agreement and
 - Basic telephone service and other services and facilities complete, if ordered by CLEC in time to be provided on the scheduled RFS date (per Qwest's published standard installation intervals for such telephone service).

Ready for Service Date (RFS date) – The due date assigned to a collocation order (typically determined by regulatory rulings, contract terms, or negotiations with CLEC) to indicate when collocation installation is scheduled to be ready for service, as defined above.

Reject – A status that can occur to a CLEC submitted local service request (LSR) when it does not meet certain criteria. There are two types of rejects: (1) syntax, which occur if required fields are not included in the LSR; and (2) content, which occur if invalid data is provided in a field. A rejected service request must be corrected and re-submitted before provisioning can begin.

Repeat Report – Any trouble report that is a second (or greater) report on the same telephone number/circuit ID and at the same premises address within 30 days. The original report can be any category, including excluded reports, and can carry any disposition code.

Service Group Type – The designation used to identify a category of similar services, .e.g., UNE loops.

Service Order – The work order created and distributed in ILECs systems and to ILEC work groups in response to a complete, valid local service request.

DEFINITION OF TERMS (continued)

Service Order Type – The designation used to identify the major types of provisioning activities associated with a local service request.

Standard Interval – The interval that the ILEC publishes as a guideline for establishing due dates for provisioning a service request. Typically, due dates will not be assigned with intervals shorter than the standard. These intervals are specified by service type and type of service modification requested. ILECs publish these standard intervals in documents used by their own service representatives as well as ordering instructions provided to CLECs in the Qwest Standard Interval Guidelines.

Subsequent Reports – A trouble report that is taken in relation to a previously-reported trouble prior to the date and time the initial report has a status of “closed.”

Tandem Switch – Switch used to connect and switch trunk circuits between and among Central Office switches.

Time to Restore – The time interval from the receipt, by the ILEC, of a trouble report on a customer's service to the time service is fully restored to the customer.

Unbundled Network Element – Platform (UNE-P) – Combinations of network elements, including both new and conversions, involving POTS (i.e., basic services providing dial tone).

Unbundled Loop - The Unbundled Loop is a transmission path between a Qwest Central Office Distribution Frame, or equivalent, and the Loop Demarcation Point at an end user premises. Loop Demarcation Point is defined as the point where Qwest owned or controlled facilities cease, and CLEC, end user, owner or landlord ownership of facilities begins.

Usage Data – Data generated in network nodes to identify switched call data on a detailed or summarized basis. Usage data is used to create customer invoices for the calls.

GLOSSARY OF ACRONYMS

| ACRONYM | DESCRIPTION |
|----------------|---|
| ACD | Automatic Call Distributor |
| ADSL | Asymmetric Digital Subscriber Line |
| ALI | Automatic Line Information (for 911/E911 systems) |
| ASR | Service Request (processed via Exact system) |
| BRI | Basic Rate Interface (type of ISDN service) |
| CABS | Carrier Access Billing System |
| CKT | Circuit |
| CLEC | Competitive Local Exchange Carrier |
| CO | Central Office |
| CPE | Customer Premises Equipment |
| CRIS | Customer Record Information System |
| CSR | Customer Service Record |
| DA | Directory Assistance |
| DB | Decibel |
| DB | Database |
| DS0 | Digital Service 0 |
| DS1 | Digital Service 1 |
| DS3 | Digital Service 3 |
| E911 MS | E911 Management System |
| EAS | Extended Area Service |
| EB-TA | Electronic Bonding – Trouble Administration |
| EDI | Electronic Data Interchange |
| EELS | Enhanced Extended Loops |
| ES | Emergency Services (for 911/E911) |
| FOC | Firm Order Confirmation |
| GUI | Graphical User Interface |
| HDSL | High-Bit-Rate Digital Subscriber Line |
| HICAP | High Capacity Digital Service |
| IEC | Interexchange Carrier |
| ILEC | Incumbent Local Exchange Carrier |
| INP | Interim Number Portability |
| IOF | Interoffice Facilities (refers to trunk facilities located between Qwest central offices) |
| ISDN | Integrated Services Digital Network |
| IMA | Interconnect Mediated Access |
| LATA | Local Access Transport Area |
| LERG | Local Exchange Routing Guide |
| LIDB | Line Identification Database |
| LIS | Local Interconnection Service Trunks |
| LNP | Long Term Number Portability |
| LSR | Local Service Request |
| N, T, C | Service Order Types - - N (new), T (to or transfer), C (change) |
| NANP | North American Numbering Plan |
| NDM | Network Data Mover |
| NPAC | Number Portability Administration Center |
| NXX | Telephone number prefix |
| OBF | Ordering and Billing Forum |

GLOSSARY OF ACRONYMS (continued)

| ACRONYM | DESCRIPTION |
|----------------|---|
| OOS | Out of service (type of trouble condition) |
| OSS | Operations Support Systems |
| PBX | Private Branch Exchange |
| PON | Purchase Order Number |
| POTS | Plain Old Telephone Service |
| PRI | Primary Rate Interface (type of ISDN service) |
| RFS | Ready for Service (refers to collocation installations) |
| SIA | SAAFE (Strategic Application Architecture Framework and Environment) Information Access |
| SOP | Service Order Processor |
| SOT | Service Order Type |
| SS7 | Signaling System 7 |
| STP | Signaling Transfer Point |
| TN | Telephone Number |
| UDIT | Unbundled Dedicated Interoffice Transport |
| UNE | Unbundled Network Element |
| UNE-P | Unbundled Network Element – Platform |
| VRU | Voice Response Unit |
| WFA | Work Force Administration |
| XDSL | (x) Digital Subscriber Line. (The “x” prefix refers to DSL generically. An “x” replaced by an “A” refers to Asymmetric DSL, and by an “H” refers to High-bit-rate DSL.) |

APPENDIX A

PO-20 Feature Detail Fields

Feature Detail

Resale and UNE-P (POTS and Centrex 21):

CFN

Validate the call forwarding TN

CFNB

Validate the call forwarding TN

CFND

Validate the call forwarding TN

RCYC

FID associated with a call forwarding don't answer USOC that determines how many rings before the call forwards to the TN provided with the CFN or CFND FIDs.

HLN (HLA Hot Line)

FID associated with the USOC HLA (which is on our USOC list to validate.) The Hot Line feature call forwards automatically to a pre-programmed number. This TN is provided following the HLN FID. The data provided in the Feature Detail section on the LSR will be validated against the HLN FID on the service order to determine whether the FID is present and the TN provided on the LSR with the FID is correct on the service order.

LINK (HME CALL FORWARDING TO CELLULAR)

FID associated with the USOC HME (which is on our USOC list to validate.) The HME feature call forwards a call from the landline telephone number to a cellular telephone number. The LINK FID, along with the PCS telephone number provided in the Feature Detail section on the LSR, will be validated against the LINK FID on the service order to determine whether the FID is present and the telephone number provided on the LSR matches the telephone number on the service order.

DES on DID MBB

If the CLEC requests a DID voice mailbox the DID number will follow the FID DES on the LSR in the Feature Detail section and on the service order. The DES FID along with the DID telephone number provided in the Feature Detail section on the LSR will be validated against the DES FID on the service order to determine whether the FID is present and the DID telephone number provided on the matches the telephone number on the service order.

APPENDIX A (continued)

TN on Custom Ring USOC (RGG1A etc.)

We currently have 9 custom ring USOCs on our PO-20 USOC list. Along with the custom ring USOC is the TN FID. The TN FID along with the custom ring telephone number provided in the Feature Detail section on the LSR will be validated against the TN FID on the service order to determine whether the FID is present and the custom ring telephone provided on the LSR with the FID is correct on the service order. (The validation would only apply if the USOC and FID were present in the Feature Detail section of the LSR.)

CAS (If provided on LSR for SEA)

Call Screening Code Assignment is a FID associated with the selective class of call feature (which is on our USOC list to validate.) Along with the CAS FID is a two-digit number that indicates what type of screening is being requested. The CAS FID along with a two-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the two-digit number matches the two-digit number provided on the LSR.

WW (if provided on LSR for TFM)

Working With is a FID associated with the transfer mailbox feature (which is on our USOC list to validate.) Along with the WW FID is a ten-digit number that indicates where the voice mailbox is located. The WW FID along with the ten-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit number matches the ten-digit number provided on the LSR.

MBOA (if provided on LSR for VFN)

Mailbox out-dial notification is a FID associated with the message notification feature (which is on our USOC list to validate.) Along with the MBOA FID is a two-digit alphanumeric combination that indicates where the notification will be sent (i.e., identifies pager type.) The MBOA FID along with the two-digit alphanumeric combination is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the two-digit alphanumeric matches the two-digit alphanumeric provided on the LSR.

DES on VGT (if provided on LSR)

Description is a FID associated with the scheduled greeting feature (which is on our USOC list to validate.) Along with the DES FID is a ten-digit telephone number that reflects the DID mailbox number. The DES FID along with the ten-digit telephone number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit telephone number matches the ten-digit telephone number provided on the LSR.

WLT (WLS Warm Line)

Warm line timeout is a FID associated with the warm line feature. Along with the WLT FID is a one or two numeric value that indicates the number of seconds that must elapse before the DMS-100 switch sets up the connection for a warm line service number. The WLT FID along with the one or two numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the one or two numeric value matches the one or two numeric value provided on the LSR.

APPENDIX A (continued)

FIDs associated with WFA (800 service line feature which is on our USOC list to validate):

SIT (if provided on LSR for WFA)

Special identifying telephone number is a FID associated with the 800 service line feature. Along with the SIT FID is a ten-digit telephone number that reflects the 800, 888, 877, or 866 service line feature. The SIT FID along with the ten-digit telephone number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit telephone number matches the ten-digit telephone number provided on the LSR.

SIS (if provided on LSR for WFA)

Special Identifying Telephone Number Supplemental is a FID associated with the 800 service line feature. The SIS FID along with a one-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the one-digit number matches the one-digit number provided on the LSR.

ELN (if provided on LSR for WFA)

800 Service listed name is a FID associated with the 800 service line feature. Along with the ELN FID is a listed name, which follows the format of a business name. The ELN FID along with the name is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the name matches the name provided on the LSR.

ELA (if provided on LSR for WFA)

800 listed address is a FID associated with the 800 service line feature. Along with the ELA FID is an address, which follows the format of a listed address plus LATA, State, and ZIP code. The ELA FID along with the address is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the address matches the address provided on the LSR.

AOS (if provided on LSR for WFA)

Area of service is a FID associated with the 800 service line feature. Along with the AOS FID are one to two alphanumeric characters and three numeric characters which represents LATA and AC of the address. The AOS FID along with the additional characters are provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the additional characters match the additional characters provided on the LSR.

ALC (if provided on LSR for WFA)

IntraLATA carrier is a FID associated with the 800 service line feature. It indicates the IntraLATA carrier for the 800 service. Along with the ALC FID is the three-digit code (OTC) for the IntraLATA carrier. The ALC FID along with the three-digit code is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the three-digit code matches the three-digit code provided on the LSR.

APPENDIX A (continued)

Resale and UNE-P Centrex 21

FIDs associated with SO3, SO5, SFB, C2TAX (Electronic Business Set USOCs which are on our USOC list to validate):

KEY (If provided on LSR for Electronic Business Set EBS USOCs)

Key Designation (KEY number) is a FID associated with the Electronic Business Set feature. Along with the KEY FID is a numeric value that indicates the key designated for different features or lines on the EBS. The KEY FID along with the numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the numeric value matches the numeric value provided on the LSR.

MADN (If provided on LSR for Electronic Business Set EBS USOCs)

Multiple Appearance Directory Number Call Arrangement is a FID associated with the Electronic Business Set feature. Along with the MADN FID is a set of alpha values that indicate the type, appearance and ring status desired for different features or lines on the EBS. The KEY FID along with the alpha values is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alpha values match the alpha values provided on the LSR.

ROL (If provided on LSR for Electronic Business Set EBS USOCs)

Ring On Line is a FID associated with the Electronic Business Set feature. Along with the ROL FID is an alpha value that indicates if the line will ring (Y or N). The ROL FID along with the alpha value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alpha value matches the alpha value provided on the LSR.

TTYD (If provided on LSR for C2TAX)

Terminal Type is a FID associated with the adjunct module feature. Along with the TTYD FID is a 4 character alpha value based on customer equipment. The TTYD FID along with the 4 character alpha value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 4 character alpha value matches the 4 character alpha value provided on the LSR.

APPENDIX A (continued)

FIDs associated with E3PPK (CALL PICK-UP feature which is on our USOC list to validate):

CPG (If provided on LSR for E3PPK)

Call Pickup Group is a FID associated with the CALL PICK-UP feature. Along with the CPG FID is a 1-3 digit numeric value that identifies the call pickup group. The CPG FID along with the 1-3 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 1-3 digit numeric value matches the 1-3 digit numeric value provided on the LSR.

CPUO (If provided on LSR for E3PPK)

Call Pickup-Originating is a FID associated with the CALL PICK-UP feature. Along with the CPUO FID is an alphanumeric value that identifies the call pickup group. The CPUO FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

CPUT (If provided on LSR for E3PPK)

Call Pickup-Terminating is a FID associated with the CALL PICK-UP feature. Along with the CPUT FID is an alphanumeric value that identifies the call pickup group. The CPUT FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

FIDs associated with GVJ, EZJ, GVZ, GV2, EVH, GVV (Speed Call feature USOCs that are on our USOC list to validate):

SCG (If provided on LSR for Speed call USOCs)

Speed Call Group is a FID associated with the Speed call feature. Along with the SCG FID is a 7 digit numeric value that identifies the controller of the group. The SCG FID along with the 7 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 7 digit numeric value matches 7 digit numeric value provided on the LSR.

CSL (If provided on LSR for Speed call USOCs)

Change Speed Calling Group List is a FID associated with the Speed call feature. Along with the CSL FID is a 2 digit numeric value that identifies the size of the group list. The SCG FID along with the 7 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 2 digit numeric value matches 2 digit numeric value provided on the LSR.

SCF (If provided on LSR for Speed call USOCs)

Speed Calling Feature Name is a FID associated with the Speed call feature. Along with the SCF FID is an alphanumeric value that identifies the controller of the shared list. The SCF FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

EXHIBIT C
SERVICE INTERVAL TABLES

1.0 Unbundled Loops, Line Sharing and Line Splitting Service Interval Table:

(a) Established Service Intervals 2/4 Wire Analog (Voice Grade):

| | | |
|----|-------------|-------------------------|
| a) | 1-8 lines | Five (5) business days |
| b) | 9-16 lines | Six (6) business days |
| c) | 17-24 lines | Seven (7) business days |
| d) | 25 or more | ICB |

(b) Established Service Intervals for 2/4 Wire Non-Loaded Loops, and ADSL Compatible Loops that do not require conditioning:

| | | |
|----|-------------|-------------------------|
| a) | 1-8 lines | Five (5) business days |
| b) | 9-16 lines | Six (6) business days |
| c) | 17-24 lines | Seven (7) business days |
| d) | 25 or more | ICB |

(c) Established Service Intervals for xDSL-I/ BRI ISDN Capable Loops that do not require conditioning:

| | | |
|----|-------------|-------------------------|
| a) | 1-8 lines | Five (5) business days |
| b) | 9-16 lines | Six (6) business days |
| c) | 17-24 lines | Seven (7) business days |
| d) | 25 or more | ICB |

(d) Established Service Intervals for existing DS-1 Capable Loops, DS1 Capable Feeder Loop:

| | | |
|----|--------------|------------------------|
| a) | 1 – 24 lines | Nine (9) business days |
| b) | 25 or More | ICB |

(e) Established Service Intervals for existing DS3 Capable Loops:

| | | |
|----|-----------|-------------------------|
| a) | 1-3 lines | Seven (7) business days |
| b) | 4 or more | ICB |

(f) Established Service Intervals for Line Sharing and Line Splitting that do not require conditioning:

| | | |
|----|------------|-------------------------|
| a) | 1-24 lines | Three (3) business days |
| d) | 25 or More | Three (3) business days |

(g) Conditioned Loops for 2/4 Wire Non-Loaded Loops, ADSL Compatible, Basic Rate ISDN Capable, xDSL-I Capable Loops, Line Sharing and Line Splitting:

| | | |
|----|-----------|----------------------------|
| a) | 1-8 lines | Fifteen (15) business days |
| b) | 9 or more | ICB |

(h) Established Repair Intervals for Basic 2-wire Analog Loops, Line Sharing, Line Splitting, and Shared Distribution Loop:

| |
|----------------------------|
| Twenty-four (24) hours OSS |
|----------------------------|

EXHIBIT C **SERVICE INTERVAL TABLES**

| |
|---------------------------|
| Forty-eight (48) hours AS |
|---------------------------|

- (i) Established Repair Intervals for 4-wire Analog Loops, 2/4 Wire Non-Loaded Loops, Basic Rate ISDN Capable Loops, and ADSL Compatible Loops, xDSL-I Capable Loops, DS1 Capable Loops, DS3 Capable Loops, and Ocn Capable Loops:

| |
|----------------|
| Four (4) hours |
|----------------|

- (j) Quick Loop

| | | |
|----|------------------|-------------------------|
| a) | 1 to 24 Lines | Three (3) business days |
| b) | 25 or more Lines | ICB |

- Quick Loop with Number Portability

| | | |
|----|------------------|-------------------------|
| a) | 1 to 8 Lines | Three (3) business days |
| b) | 9 to 24 Lines | Four (4) business days |
| c) | 25 or more Lines | ICB |

- (k) OCn Loop

| | |
|-----------------|-----|
| 1 or more Lines | ICB |
|-----------------|-----|

- (l) Shared Distribution Loop

| | |
|-----------------|------------------------|
| 1 or more Lines | Five (5) business days |
|-----------------|------------------------|

- (M) Established Service Intervals for 2/4 wire Distribution and Non-loaded Distribution Loop

| | |
|-----------------|--|
| 1 or more Lines | Two (2) business days or Appointment Scheduler |
|-----------------|--|

EXHIBIT C **SERVICE INTERVAL TABLES**

2.0 Unbundled Dedicated Interoffice Transport (UDIT) Service Interval Table:

| Product | Services Ordered | Installation Commitments | Repair Commitments |
|---------------------------|--------------------|---------------------------------|----------------------|
| UDIT, EUDIT, UCCRE | | | |
| DS0 | 1 to 8 | Zone 1: Five (5) business days | Four (4) hrs. Zone 1 |
| | | Zone 2: Six (6) business days | Four (4) hrs. Zone 2 |
| | 9 to 16 | Zone 1: Six (6) business days | Four (4) hrs. Zone 1 |
| | | Zone 2: Seven (7) business days | Four (4) hrs. Zone 2 |
| | 17 to 24 | Zone 1: Seven (7) business days | Four (4) hrs. Zone 1 |
| | | Zone 2: Eight (8) business days | Four (4) hrs. Zone 2 |
| | 25 or more | ICB | ICB |
| DS1 | 1 to 8 | Zone 1: Five (5) business days | Four (4) hrs Zone 1 |
| | | Zone 2: Eight (8) business days | Four (4) hrs Zone 2 |
| | 9 to 16 | Zone 1: Six (6) business days | Four (4) hrs Zone 1 |
| | | Zone 2: Nine (9) business days | Four (4) hrs Zone 2 |
| | 17 to 24 | Zone 1: Seven (7) business days | Four (4) hrs Zone1 |
| | | Zone 2: Ten (10) business days | Four (4) hrs Zone 2 |
| | 25 or more | ICB | Four (4) hrs |
| DS3 | 1 to 3 Circuits | Zone 1: Seven (7) business days | Four (4) hrs Zone 1 |
| | | Zone 2: Nine (9) business days | Four (4) hrs Zone 2 |
| | 4 or more Circuits | ICB | Four (4) hrs |
| OC3 and Higher | 1 or more Circuits | ICB | Four (4) hrs |
| | | | |

EXHIBIT C
SERVICE INTERVAL TABLES

3.0 Unbundled Local Switching Service Interval Table:

| Product | Services Ordered | Installation Commitments | Repair Commitments |
|--|------------------|--|--|
| Unbundled Switching | | | |
| Unbundled Switching – Line Side Analog With Line Class Code (LCC) already supported in requested switch. | 1 to 8 | Zone 1: Five (5) business days Zone 2: Six (6) business days | Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2 |
| | 9 to 16 | Zone 1: Six (6) business days Zone 2: Seven (7) business days | Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2 |
| | 17 to 24 | Zone 1: Seven (7) business days Zone 2: Eight (8) business days | Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2 |
| | 25 or more | ICB | Twenty-four (24) hrs. |
| | | | |
| Unbundled Switching – Line Side Analog – Existing – Vertical Feature(s) (Features change without inward line activity and not impacting the design of the circuit.) | 1 to 19 | Two (2) business days | Twenty-four (24) hrs. OOS Forty-eight (48) hrs. AS |
| | 20 to 39 | Four (4) business days | Twenty-four (24) hrs. OOS Forty-eight (48) hrs. AS |
| | 40 or more | ICB | Twenty-four (24) hrs. OOS Forty-eight (48) hrs. AS |
| Unbundled Switching – New Line Class Code (LCC) ordered through customized routing | | ICB | Twenty-four (24) hrs. |
| Unbundled Switching – BRI-ISDN Line-side Port. With a Q WEST standard configuration and Line Class Code (LCC) already supported in the requested switch | 1 to 4 Lines | Zone 1: Seven (7) business days Zone 2: ICB | Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2 |
| | 5 or more | ICB | Twenty-four (24) hrs. |
| Unbundled Switching – BRI-ISDN Line-side Port. With non-standard configuration and Line Class Code (LCC) already supported in the requested switch | 1 to 4 Lines | Zone 1: Seventeen (17) business days (includes 10 days for complex translations.) Zone 2: ICB | Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2 |
| | | | |

EXHIBIT C
SERVICE INTERVAL TABLES

| | | | |
|---|--------------------|---------------------------------|------------------------------|
| | 5 or more | ICB | Twenty-four (24) hrs. |
| Unbundled Switching – DS1 Trunk Port | 1 to 8 Ports | Zone 1: Five (5) business days | Twenty-four (24) hrs. Zone 1 |
| | | Zone 2: Six (6) business days | Twenty-four (24) hrs. Zone 2 |
| | 9 to 16 Ports | Zone 1: Six (6) business days | Twenty-four (24) hrs. Zone 1 |
| | | Zone 2: Seven (7) business days | Twenty-four (24) hrs. Zone 2 |
| | 17 to 24 Ports | Zone 1: Seven (7) business days | Twenty-four (24) hrs. Zone 1 |
| | | Zone 2: Eight (8) business days | Twenty-four (24) hrs. Zone 2 |
| | 25 or more Ports | ICB | Twenty-four (24) hrs. |
| Unbundled Switching – Message Trunk Groups <ul style="list-style-type: none"> • Translation questionnaire required • Routing to trunks is ordered separately as Customized Routing • DS1 trunk port & UDIT in place. | Zone 1: 1 to 24 | Seven (7) business days | Twenty-four (24) hrs. |
| | 25 to 48 | Eight (8) business days | Twenty-four (24) hrs. |
| | 49 to 72 | Ten (10) business days | Twenty-four (24) hrs. |
| | 73 to 96 | Twelve (12) business days | Twenty-four (24) hrs. |
| | 97 to 120 | Fourteen (14) business days | Twenty-four (24) hrs. |
| | 121 to 144 | Fifteen (15) business days | Twenty-four (24) hrs. |
| | 145 to 168 | Sixteen (16) business days | Twenty-four (24) hrs. |
| | 169 to 240 | Eighteen (18) business days | Twenty-four (24) hrs. |
| | 241 or more | ICB | Twenty-four (24) hrs. |
| | Zone 2: 1 to 24 | Eighteen (18) business days | Twenty-four (24) hrs. |
| | 25 to 72 | Nineteen (19) business days | Twenty-four (24) hrs. |
| | 73 to 120 | Twenty (20) business days | Twenty-four (24) hrs. |
| | 121 or more | ICB | Twenty-four (24) hrs. |

EXHIBIT C
SERVICE INTERVAL TABLES

| | | | |
|---|---|--|------------------------------|
| Unbundled Switching – Two Way and DID Equivalent Group (add/change/increase) DS1 trunk port in place | 1 to 8 Trunks | Zone 1: Five (5) business days | Twenty-four (24) hrs. Zone 1 |
| | | Zone 2: Six (6) business days | Twenty-four (24) hrs. Zone 2 |
| | 9 to 16 Trunks | Zone 1: Six (6) business days | Twenty-four (24) hrs. Zone 1 |
| | | Zone 2: Seven (7) business days | Twenty-four (24) hrs Zone 2 |
| | 17 to 24 Trunks | Zone 1: Seven (7) business days | Twenty-four (24) hrs. Zone 1 |
| | | Zone 2: Eight (8) business days | Twenty-four (24) hrs. Zone 2 |
| | 25 or more Trunks | ICB | Twenty-four (24) hrs. |
| Unbundled Switching – PRI-ISDN Capable Trunk-Side DS1 Trunk port in place | 1 to 8 | Zone 1: Five (5) business days | 4 hrs. Zone 1 |
| | | Zone 2: Six (6) business days | 4 hrs. Zone 2 |
| | 9 to 16 | Zone 1: Six (6) business days | 4 hrs. Zone 1 |
| | | Zone 2: Seven (7) business days | 4 hrs. Zone 2 |
| | 17 to 24 | Zone 1: Seven (7) business days | Four (4) hrs. Zone 1 |
| | | Zone 2: Eight (8) business days | Four (4) hrs. Zone 2 |
| | 25 or more | ICB | Four (4) hrs. |
| Unbundled Packet Switching | <ul style="list-style-type: none"> • Design changes – 8 Business days • Non-design changes – 5 Business days • Service changes – 5 Business days | New service request – 10 Business days | Twenty-four (24) hrs |

EXHIBIT C SERVICE INTERVAL TABLES

4.0 Unbundled Dark Fiber Interval Table:

Installation Guidelines apply where facilities/network capacity is in place, on Qwest-owned, in region facilities. Where non-Qwest locations are involved, intervals are handled on an Individual Case Basis – (ICB).

| Product | Activity/ Features | Services Ordered | FOC Guidelines | Installation Guidelines | Repair Guidelines |
|--|-----------------------|---------------------|-------------------|------------------------------|----------------------|
| Dark Fiber | | | | | |
| Initial Records Inquiry (IRI) (simple & complex) | | | N/A | Ten (10) business days | N/A |
| Field Verification And Quote Preparation (FVQP) | | | N/A | Twenty (20) business days | N/A |
| Provisioning (non- FVQP requests) | | | N/A | Twenty (20) business days | |

EXHIBIT C SERVICE INTERVAL TABLES

5.0 Unbundled Network Elements Platform (UNE-P) Service Interval Table:

For UNE-P POTS, Saturday due dates are available under the following circumstances:

The Saturday Desired Due Date (DDD) must be at least the standard interval.

For dispatched orders, a Saturday appointment must be available and reserved in Appointment Scheduler.

For UNE-P POTS non-dispatched orders, Saturday is counted as part of the standard installation interval, even if a Saturday due date is not desired. For example: when the standard interval is 2 (two) business days, an LSR submitted on a Friday morning may have a due date as early as the following Monday.

| Product | Services Ordered | Installation Commitments | Repair Commitments |
|---|---|--|---|
| UNE-P POTS New Installs, Address Changes, or Change Requests adding new lines. Facility Check indicates "AVAILABLE (SDT)" and DISPATCH "NO" | | Three (3) business days | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| Addition, removal, or change of CO Features, PIC/LPIC change, number changes without inward line activity, or hunting changes without inward line activity | | Three (3) Business Days | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| | | | |
| UNE-P POTS Suspend/Restore Deny/Restore | Customers with service placed on "vacation" | Next Business Day (includes Saturday) | Twenty-four (24) hrs OOS 48 hrs AS |
| | Treatment for Non-payment issues | Same Business Day if request received before noon MT, otherwise next business day (includes Saturday) | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| UNE-P POTS New Installs, Address Changes, Changes with inward line activity Facility Check indicates "AVAILABLE DISP. REQ" and DISPATCH "YES" | | Next available due date as indicated by Appointment Scheduler Note: Appointment Scheduler minimum default interval is 3 (Three) Business Days. | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| UNE-P POTS Directory Listings Changes – • Simple (Non-complex) Listings - Simple Straight Line and/or | | Same business day | |
| | | | |
| | | | |
| | | | |
| | | | |

EXHIBIT C
SERVICE INTERVAL TABLES

| Product | Services Ordered | Installation Commitments | Repair Commitments |
|---|---------------------|--|---|
| Straight-Line Under (SLU) Listings | | | |
| ▪ | | | |
| Conversion as Specified Retail, Resale, or UNE-P POTS to UNE-P POTS | | Depends on changes requested. For instance, addition of another line would follow New Installs guidelines. | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| Conversions to UNE-P POTS- UNE-P POTS to UNE-P POTS - Conversion as Is | 1 to 39 Lines | Same Business Day if received before noon MT, or Next Business Day if received later than noon MT. | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| UNE-P Line Splitting – UNE-P POTS to UNE-P POTS with Line Splitting - Conversion As Specified | | 3 business days | 24 hrs OOS Forty-eight (48) hrs AS |
| UNE-P Line Splitting – POTS Residence or POTS Business with Line Sharing to UNE-P POTS with Line Splitting - Conversion as Specified | | 3 BUSINESS DAYS | |
| UNE-P PBX New Install, | 1 to 8 Trunks | Zone 1: Five (5) Business Days Zone 2: Six (6) business days | Four (4) hrs |
| Conversion As Specified, | 9 to 16 Trunks | Zone 1; Six (6) business days Zone 2: Seven (7) business days | Four (4) hrs |
| Changes (ex. PIC/LPIC or feature changes, etc.), and | 17 to 24 Trunks | Zone 1: Seven (7) business days ZONE 2: EIGHT (8) BUSINESS DAYS | Four (4) hrs |
| Suspend/Restore | 25 or more Trunks | ICB | Four (4) hrs |
| | | business days | |
| | | business days | |
| | | business days | |
| | | | |
| UNE-P DSS T1 Facility Installation | 1 to 3 Facilities | Nine (9) business days | Four (4) hrs |
| | 4 to 6 Facilities | Twelve (12) business days | Four (4) hrs |
| | 7 to 9 Facilities | Thirteen (13) business days | Four (4) hrs |
| | 10 to 12 Facilities | Seventeen (17) business days | Four (4) hrs |

EXHIBIT C
SERVICE INTERVAL TABLES

| Product | Services Ordered | Installation Commitments | Repair Commitments |
|--|--------------------------|--|---------------------------|
| UNE-P DSS Trunk Installation when ordered with new T1 Facility (Note: The number of facilities ordered drives the due dates for both facilities and trunks. | 1 to 3 Facilities | Twelve (12) business days | Four (4) hrs |
| | 4 to 6 Facilities | Sixteen (16) business days | Four (4) hrs |
| | 7 to 9 Facilities | Twenty (20) business days | Four (4) hrs |
| | 10 to 12 Facilities | Twenty four (24) business days | Four (4) hrs |
| | | | |
| Conversions to UNE-P DSS-As Is | | Five (5) business Days | Four (4) hrs |
| | | See intervals for type of change requested | Four (4) hrs |
| Conversion As Specified | | | |
| UNE-P DSS- Add/Change Trunks on existing facilities | 1 to 8 Trunks | Five (5) business Days | Four (4) hrs |
| | 9 to 16 Trunks | Six (6) business days | Four (4) hrs |
| | 17 to 24 Trunks | Seven (7) business days | Four (4) hrs |
| | Each Additional 8 Trunks | One (1) business Day for each | Four (4) hrs |
| UNE-P ISDN BRI New Installs, Address Changes, Change to add Loop (N2Q) | 1 to 10 Loops | Thirteen (13) business days | Twenty-four (24) hrs |
| | 11 or more Loops | ICB | Twenty-four (24) hrs |
| UNE-P ISDN BRI Add or Change Feature(s), Add Primary Directory Number (PDN) to established Loop (N2Q), Add Call Appearance | 1 to 10 Loops | Three (3) business days | Twenty-four (24) hrs |
| | 11 or more Loops | ICB | Twenty-four (24) hrs |
| Conversion to UNE-P ISDN BRI- Conversion As Is | 1 to 10 Loops | Three (3) business days | Twenty-four (24) hrs |
| | 11 or more Loops | ICB | Twenty-four (24) hrs |
| Conversion to UNE-P ISDN BRI- Conversion As Specified | 1 to 10 Loops | Three (3) business days if a Loop is not involved (or) Thirteen (13) business days if a Loop is added or changed | Twenty-four (24) hrs |
| | 11 or more Loops | ICB | Twenty-four (24) hrs |
| UNE-P ISDN PRI 'New'- | 1 to 3 | Nine (9) business days | Four (4) hrs |

EXHIBIT C
SERVICE INTERVAL TABLES

| Product | Services Ordered | Installation Commitments | Repair Commitments |
|---|---|---|---------------------------|
| New Facility and Associated Trunks (With this activity, the number of facilities ordered drives the due dates for both facilities and trunks. See table below.) | 4 to 6 7 to 9 10 to 12 Over 12 | Twelve (12) business days Thirteen (13) business Seventeen (17) business Add 4 business days for each additional 3 facilities (13-16=21 days, 17-20=25 days, etc.) | Four (4) hrs |
| UNE-P ISDN PRI 'New'- Trunks | 1 to 3 Trunks | Twelve (12) business days | Four (4) hrs |
| | 4 to 6 Trunks | Sixteen (16) business days | Four (4) hrs |
| | 7 to 9 Trunks | Twenty (20) business days | Four (4) hrs |
| | 10 to 12 Trunks | Twenty-four (24) business days | Four (4) hrs |
| | 13 or more Trunks | Facility due date plus 5 days | Four (4) hrs |

EXHIBIT C
SERVICE INTERVAL TABLES

| Product | Services Ordered | Installation Commitments | Repair Commitments |
|---|--|--|---|
| Conversion to UNE-P ISDN PRI- As Specified As Is | | See intervals for type of change requested | Four (4) hrs |
| | | Five (5) business days | Four (4) hrs |
| UNE-P ISDN PRI- Add/Change Trunks on Existing Facility | 1 to 8 | Five (5) business days business days | Four (4) hrs |
| | 9 to 16 | Six (6) business days | Four (4) hrs |
| | 17 to 24 | Seven (7) business days | Four (4) hrs |
| | Over 25 | ICB | Four (4) hrs |
| | | | |
| UNE-P Centrex 21 - Non Designed- Conversions as Specified | | Five (5) business days | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| | | | |
| UNE-P Centrex 21 - Non Designed- New Installations, Address Changes, and Change Requests adding new lines | [Facility check indicates "Available Dispatch Required" and Dispatch "Yes".] | Next available due date as indicated by Appointment Scheduler Note: Appointment Scheduler minimum default interval is 3 (Three) business days. | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| | | | |
| UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Establish Common Block | 1 to 21 Lines - No Optional Features | Twenty (20) business days | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| | 1 to 21 Lines - w/ Optional Features (i.e., ARS, DFIs, SMDR, UCD, etc.) | ICB | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| | | | |
| | | | |
| | 22 or more Lines with or without Optional Features | ICB | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Feature Additions requiring Common Block activity per Common Block | 1 to 10 Lines | Twenty (20) business days | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| | 11 or more Lines | ICB | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |

EXHIBIT C
SERVICE INTERVAL TABLES

| Product | Services Ordered | Installation Commitments | Repair Commitments |
|---|---|---|---|
| UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Line Class Codes (LCCs)/ CAT/NCOS/DPAT additions/changes requiring Common Block work. | Per Common Block (must be existing Line Class Codes(LCCs)/ CAT/NCOS/DPAT) | Five (5) business days | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| | If new LCC/CAT/NCOS or DPAT | Twenty (20) business days | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Centrex Management System (CMS) | New Common Blocks & Cust ID's (lines installed at the same time the Common Block is installed) | Twenty (20) business days (after the initial Common Block & associated lines are installed) | N/A |
| UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Designed Services subsequent to initial Common Block installation | Tie Lines/DFI/FX | Thirteen (13) business days (may be longer due to facility due date requirements) | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required - Centrex Management System (CMS) Network Access Registers (NARs) | Additional/New Station Lines to be added to CMS | Five (5) business days after line is installed | N/A |
| | Additions | Five (5) business days | N/A |
| | Change from Non Blocked to Blocked Service | ICB | N/A |

EXHIBIT C
SERVICE INTERVAL TABLES

| Product | Services Ordered | Installation Commitments | Repair Commitments |
|---|---|--|---|
| UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required - Station Lines (subsequent to the establishment of the Common Block) Includes: Conversions New Lines Moves NOTE: On conversions, numbers are "chipped" into the Common Block at the time of installation. | 1 to 10 Lines per location | Five (5) business days or Next available due date thereafter as indicated by Appointment Scheduler. | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| | 11 to 20 Lines per location | Ten (10) business days or Next available due date thereafter as indicated by Appointment Scheduler. | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| | 21 or more Lines per location | ICB | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Line Feature changes/additions/Removals | 1 to 19 Lines | Three (3) business days | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| | 20 or more Lines | ICB | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Designed Services subsequent to initial Common Block installation | Tie Lines/DFI/FX | Thirteen (13) business days (may be longer due to facility due date requirements) | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Automatic Route Selection (ARS) | Subsequent to Common Block Installation | Twenty (20) business days (may be longer if the activation of ARS is tied to a Private Line facility installation) | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| | Changes to Patterns: 1 to 25 changes 26 to 50 changes 51 or more changes | business days: Five (5) days Ten (10) days Twenty (20) days | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| | Adding new Patterns | Twenty (20) business days | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |

EXHIBIT C
SERVICE INTERVAL TABLES

| Product | Services Ordered | Installation Commitments | Repair Commitments |
|---|--|---------------------------------|---|
| UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Uniform Call Distribution (UCD) | Per Request | Thirteen (13) business days | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |
| UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Additional Numbers subsequent to initial Common Block installation NOTE: Additional numbers are "chipped" into the Common Block at the time of request. | Blocks (No limit on amount of numbers.) | Five (5) business days | N/A |

EXHIBIT C **SERVICE INTERVAL TABLES**

6.0 Enhanced Extended Loop Service Interval Table (EEL):

| Product | Services Ordered | Installation Commitments | Repair Commitments |
|--|-------------------------|--|--|
| Enhanced Extended Loop (EEL)- DS0 or Voice Grade Equivalent | 1 to 8 | Zone 1: Five (5) business days Zone 2: Six (6) business days | Four (4) hrs Zone 1 Four (4) hrs Zone 2 |
| | 9 to 16 | Zone 1: Six (6) business days Zone 2: Seven (7) business days | Four (4) hrs Zone 1 Four (4) hrs Zone 2 |
| | 17 to 24 | Zone 1: Seven (7) business days Zone 2: Eight (8) business days | Four (4) hrs Zone 1 Four (4) hrs Zone 2 |
| | 25 or more | ICB | Four (4) hrs |
| Enhanced Extended Loop (EEL) – DS1 | 1 to 8 | Zone 1: Five (5) business days Zone 2: Eight (8) business days | Four (4) hrs Zone 1 Four (4) hrs Zone 2 |
| | 9 to 16 | Zone 1: Six (6) business days Zone 2: Nine (9) business days | Four (4) hrs Zone 1 Four (4) hrs Zone 2 |
| | 17 to 24 | Zone 1: Seven (7) business days Zone 2: Ten (10) business days | Four (4) hrs Zone 1 Four (4) hrs Zone 2 |
| | 25 or more | ICB | Four (4) hrs |
| Enhanced Extended Loop (EEL) – DS3 | 1 to 3 Circuits | Zone 1: Seven (7) business days Zone 2: Nine (9) business days | Four (4) hrs Zone 1 Four (4) hrs Zone 2 |
| | 4 or more Circuits | ICB | Four (4) hrs |
| Enhanced Extended Loop Conversions (EEL-C) – Private Line (PLTS) - Conversion as is | | ICB | Twenty-four (24) hrs OOS Forty-eight (48) hrs AS |

* Installation Guidelines apply where facilities/network capacity is in place. Where facilities/network capacity are not in place, intervals are handled on an Individual Case Basis (ICB).

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Date General Information Provided by Qwest: _____

General Agreement : _____

BAN Number(must be assigned before processing): _____

REVISED QWEST RIGHT OF WAY, POLE ATTACHMENT, INNERDUCT OCCUPANCY GENERAL INFORMATION: EFFECTIVE 6/29/01

- 1 **1. PURPOSE.** The purpose of this General Information document is to share information and provide or deny permission to attach and maintain CLEC's facilities ("Facilities") to Qwest Corporation's ("Qwest") Poles, to place Facilities on or within Qwest's Innerduct (collectively "Poles/Innerduct") and to obtain access to Qwest's private right of way ("ROW"), to the extent Qwest has the right to grant such access. This General Information is necessary to determine if Qwest can meet the needs of the CLEC's request but does not guarantee that physical space or access is currently available. Permission will be granted on a first-come, first-serve basis on the terms and conditions set forth in the appropriate agreement pertaining to "Poles/Innerduct".
- 2 **2. PROCESS.** The Qwest process is designed to provide the CLEC the information so as to assist CLEC and Qwest to make Poles, Innerduct and ROW decisions in a cost-efficient manner. The Process has these distinct steps:

2.1 Inquiry Review - Attachment 1.A (Database Search). The CLEC is requested to review this document and return Attachment 1.A along with two copies of a map and the nonrefundable Inquiry Fee, calculated in accordance with Attachment 1.A hereto. These fees are intended to cover Qwest's expenses associated with performing an internal record (database) review, preparing a cost estimate for the required field survey, setting up an account, and determining time frames for completion of each task to meet the CLEC's Request. Be sure a BAN number is assigned by the Qwest Service Support Representative for each request before sending an Attachment 1.A. To request a BAN number send an email requesting one to: wsst@qwest.com. Include your name, company, phone number, email address, city and state of our inquiry. A BAN number will be assigned to your inquiry and will be emailed to you along with other materials.

As indicated on Attachment 1.A, a copy of the signed Attachment and maps of the desired route must be emailed to wsst@qwest.com while the fee must be sent to the Qwest CLEC Joint Use Manager with the original signed Attachment 1.A. The map should clearly show street names and highways along the entire route, and specific locations of entry and exit of the ROW/duct/pole system. Area Maps should be legible and identify all significant geographic characteristics including, but not limited to, the following: Qwest central offices, streets, cities, states, lakes, rivers, mountains, etc. Qwest reserves the right to reject illegible or incomplete maps. If CLEC wishes to terminate at a particular manhole (such as a POI) it must be indicated on the maps. For ROW: Section, Range and Township, to the ¼ section must also be provided.

Qwest will complete the Inquiry review and prepare and return a Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation (Attachment 1.B) to the CLEC generally within ten (10) days or the applicable federal or state law, rule or regulation that governs this Agreement in the state in which Innerduct attachment is requested. In the case of poles, Qwest will assign a Field Engineer and provide his/her name and phone number to the CLEC. The Field Engineer will check the local database and be available for a joint verification with the CLEC. The Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation will be valid for thirty (30) calendar days from the date of quotation. The Inquiry step results only in the location and mapping of Qwest facilities and does not indicate whether space is available. This information is provided with Attachment 1.B.

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In the case of ROW, Qwest will prepare and return a ROW information matrix and a copy of agreements listed in the ROW Matrix, within ten (10) days. The ROW Matrix will identify (a) the owner of the ROW as reflected in Qwest's records, and (b) the nature of each ROW (i.e., publicly recorded and non-recorded). The ROW information matrix will also indicate whether or not Qwest has a copy of the ROW agreement in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that, to the extent that real property rights run with the land, the original granting party may not be the current owner of the property.

In the case of MDUs, Qwest will prepare and return an MDU information matrix, within ten (10) days, which will identify (a) the owner of the MDU as reflected in Qwest's records, and (b) whether or not Qwest has a copy of the agreement between Qwest and the owner of a specific multi-dwelling unit that grants Qwest access to the multi-dwelling unit in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original landowner may not be the current owner of the property.

Qwest will provide to CLEC a copy of agreements listed in the Matrices that have not been publicly recorded if CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by an executed version of the Consent to Disclosure form, which is included in Attachment 4. Qwest will redact all dollar figures from copies of agreements listed in the Matrices that have not been publicly recorded that Qwest provides to CLEC. Alternatively, in order to secure any agreement that has not been publicly recorded, a CLEC may provide a legally binding and satisfactory agreement to indemnify Qwest in the event of any legal action arising out of Qwest's provision of such agreement to CLEC. In that event, the CLEC shall not be required to execute the Consent to Disclosure form.

If there is no other effective agreement (i.e., an Interconnection Agreement) between CLEC and Qwest concerning access to Poles, Ducts and ROW, then Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for CLEC to obtain access to Poles, Ducts and/or ROW.

2.2 Attachment 1.B (Verification) & Attachment 4 (Access Agreement Preparation). With respect to Poles and Innerduct, upon review and acceptance of signed Attachment 1.B and payment of the estimated verification costs by the CLEC, Qwest will conduct facilities verification and provide the requested information which may or may not include the following: a review of public and/or internal Qwest right-of-ways records for restrictions, identification of additional rights-of-way required; a field survey and site investigation of the Innerduct, including the preparation of distances and drawings, to determine availability on existing Innerduct; identification of any make-ready costs required to be paid by the CLEC, if applicable, prior to installing its facilities. In the case of Poles, Attachment 1.B orders the field verification which may be done jointly. A copy of the signed Attachment 1.B should be emailed to wsst@qwest.com while the appropriate fees should be sent to the Qwest-CLEC Joint Use Manager with the original signed Attachment 1.B. Upon completion of the verification, Attachment 2 will be sent to the CLEC by Qwest.

With respect to ROW, upon review and acceptance of signed Attachment 1.B and payment of the ROW conveyance consideration, Qwest will deliver to the CLEC an executed and acknowledged Access Agreement to the CLEC in the form attached hereto as Attachment 4 (the "Access Agreement"). In the event that the ROW in question was created by a publicly recorded document and Qwest has a copy of such document in its files, a copy of the Right-of-Way Agreement, as

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defined in the Access Agreement, will be attached to the Access Agreement and provided to the CLEC at the time of delivery of the Access Agreement. If the ROW was created by a document that is not publicly recorded, or if Qwest does not have a copy of the Right-of-Way Agreement in its possession, the Access Agreement will not have a copy of the Right-of-Way Agreement attached. If the ROW was created by a non-publicly recorded document, but Qwest does not have a copy of the Right-of-Way Agreement in its possession, the CLEC must obtain a copy of the Right-of-Way Agreement or other suitable documentation reasonably satisfactory to Qwest to describe the real property involved and the underlying rights giving rise to the Access Agreement.

Although Qwest will provide the identity of the original grantor of the ROW, as reflected in Qwest's records, the CLEC is responsible for determining the current owner of the property and obtaining the proper signature and acknowledgement to the Access Agreement. If Qwest does not have a copy of the Right-of-Way Agreement in its records, it is the responsibility of the CLEC to obtain a copy of the Right-of-Way Agreement. If the ROW was created by a publicly recorded document, the CLEC must record the Access Agreement (with the Right-of-Way Agreement attached) in the real property records of the county in which the property is located. If the ROW was created by a grant or agreement that is not publicly recorded, CLEC must provide Qwest with a copy of the properly executed and acknowledged Access Agreement and, if applicable, properly executed Consent Regarding Disclosure form or letter of indemnification.

Qwest is required to respond to each Attachment 1.B. submitted by CLEC within 35 days of receiving the Attachment 1.B. If access is not granted within 35 days of the submission of the Attachment 1.B, Qwest will confirm the denial in writing by the 35th day.

Poles/Duct Order Attachment 2 (Access). In the case of Poles and Innerduct, upon completion of the inquiry and verification work described in Section 2.2 above, Qwest will provide the CLEC a Poles/Innerduct Order (Attachment 2) containing annual recurring charges, estimated Make-ready costs. Upon receipt of the executed Attachment 2 Order form from the CLEC and applicable payment for the Make-Ready Fees identified, Qwest will assign the CLEC's requested space; Qwest will also commence the Make-ready work within 30 days following payment of the Make-Ready Fees. Qwest will notify CLEC when Poles/Innerduct are ready for attachment or placement of Facilities. A copy of the signed Attachment 2 form should be emailed to wsst@qwest.com while the payment should go to the Joint Use Manager along with the original signed Attachment 2.

NOTE: Make-ready work performed by Qwest concerns labor only. For Poles it involves rearrangement to accommodate the new attachment. For Innerduct, it involves placing the standard three innerducts in the conduit to accommodate fiber cable where spare conduit exists. Segments without conduit space are considered "blocked". Qwest will consider repair or clearing damaged facilities, but may not construct new facilities as part of Make-ready work.

Construction work to place conduit or replace poles may be required where facilities are blocked. The CLEC may contract separately with a Qwest-approved contractor to complete the construction provided a Qwest inspector inspects the work during and after construction. If other parties benefit from construction, the costs may be divided among the beneficiaries. Construction costs are not included in Attachment 2. The CLEC is not encouraged to sign the Poles/Innerduct Order (Attachment 2) until provisions have been made for construction.

2.4 Provision of ROW/Poles/Innerduct. Qwest agrees to issue to CLEC for any lawful telecommunications purpose, a nonexclusive, revocable Order authorizing CLEC to install, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct to the extent owned or controlled by Qwest. Qwest provides access to Poles/Innerduct/ROW in

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accordance with the applicable federal, state, or local law, rule, or regulation, incorporated herein by this reference, and said body of law, which governs this Agreement in the state in which Poles/Innerduct is provided. Any and all rights granted to CLEC shall be subject to and subordinate to any future federal, state, and/or local requirements. Nothing in this General Information shall be construed to require or compel Qwest to construct, install, modify, or place any Poles/Innerduct or other facility for use by the CLEC.

The costs included in the Poles/Innerduct Verification Fee are used to cover the costs incurred by Qwest in determining if Poles/Innerduct space is available to meet the CLEC's request; however, the CLEC must agree and will be responsible for payment of the actual costs incurred if such costs exceed the estimate. If the actual costs are less than the estimate, an appropriate credit can be provided upon request. If Qwest denies access, Qwest shall do so in writing, specifying the reasons for denial within 45 days of the initial inquiry.

Likewise, the fees included in the ROW processing costs quotation are used to cover the costs incurred by Qwest in searching its databases and preparing the Access Agreement. In the event that complications arise with respect to preparing the Access Agreement or any other aspect of conveying access to Qwest's ROW, the CLEC agrees to be responsible for payment of the actual costs incurred if such costs exceed the standard fees; actual costs shall include, without limitation, personnel time, including attorney time.

3. **DISPUTE RESOLUTION**

3.1. Other than those claims over which a federal or state regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

3.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

3.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

3.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

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ATTACHMENT 1. A

Poles/Innerduct/ or ROW Inquiry Preparation Fee

General Agreement _____

BAN Number (one for each route must be assigned before processing): _____

Date Submitted: _____ Date Replied to CLEC: _____

CLEC Name _____ Contact name: _____

Billing Address: _____

Phone Number: _____ e-mail address: _____

State and city of inquiry: _____

Poles/Innerduct Permit Database Search Costs Quotation

(One Mile Minimum)

| | <u>Costs</u> | <u>Est. Miles</u> | <u>Total</u> |
|--|--------------------------------------|-------------------|--------------|
| 1. Pole Inquiry Fee | (see attached pricing chart) X _____ | = | \$ _____ |
| 2. Innerduct Inquiry Fee | (see attached pricing chart) X _____ | = | \$ _____ |
| 3. ROW Records Inquiry | (see attached pricing chart) X _____ | = | \$ _____ |
| 4. Estimated Interval for Completion of Items 1, 2 or 3: | 10 | Days | |
| 5. Additional requirements of CLEC: | _____ | | |

This Inquiry will result in (a) for Poles and Innerduct: a drawing of the duct or innerduct structure fitting the requested route, if available, and a quote of the charges for field verification, and/or (b) in the case of ROW, a ROW identification matrix, a quote of the charges for preparation of and consideration for, the necessary Access Agreements, and copies of ROW documents in Qwest's Possession. (c) For Poles, the name and telephone number of the Field Engineer are provided so that the CLEC may contact the Qwest Field engineer and discuss attachment plans. If a field verification of poles is required, Attachment 1.B must be completed and the appropriate charges paid. Innerduct verification is always needed.

By signing below and providing payment of the Estimated Costs identified above, the CLEC desires Qwest to proceed with the processing of its database/records search and acknowledges receipt of this General Information, including the General Terms and Conditions under which Qwest offers such Poles/Innerduct. Quotes expire in 30 days.

| | | |
|-----------------------|--|-----------------------|
| | | Qwest Corporation |
| | | |
| | | |
| | | |
| Signature | | Signature |
| | | |
| Name Typed or Printed | | Name Typed or Printed |
| | | |
| Title | | Title |
| | | |
| Date | | Date |

This signed form (original) must be sent with a check for the Inquiry amount (to "Qwest") to:

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Manager, Qwest Joint Use, 6912 S Quentin, Suite 101, Englewood, CO 80112 303-784-0387
A copy of this form must be sent with two acceptably-detailed maps showing the requested route to:
Qwest Service Representative at: wsst@qwest.com. Put "Agree" on signature line.

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ATTACHMENT 1.B

General Agreement _____
BAN Number: _____

Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation

Date Nonrefundable Received: _____

Date Replied to CLEC: _____

****NOTE: THIS ATTACHMENT WILL BE COMPLETED BY QWEST AND SENT TO THE CLEC FOR SIGNATURE AFTER THE DATABASE INQUIRY IS COMPLETE.****

| | Estimated Costs | Number | Total Charge |
|---|--------------------|--------|--------------|
| 1. Pole Field Verification Fee (10 pole minimum) | _____ | _____ | \$ _____ |
| 2. Innerduct Field Verification Fee | _____ | _____ | \$ _____ |
| 3. Preparation of private ROW documents | _____ | _____ | \$ _____ |
| 4. Access Agreement Prep. and Consideration\$10/ Access Agreement | _____ | _____ | \$ _____ |
| 5. Estimated Interval to Complete Items 1 or2 or 3 and/or 4: | _____ Working Days | | |

Comments: _____

By signing below and providing payment of the Total Estimated Costs identified above, the CLEC desires Qwest to proceed with the processing of its field survey/preparation of Access Agreements, and acknowledges receipt of this General Information, including the General Terms and Conditions under which Qwest offers such ROW/Poles/Innerduct. The CLEC acknowledges the above costs are estimates only and CLEC may be financially responsible for final actual costs which exceed this estimate, or receive credit if requested. Quotes expire in 30 days.

| | | |
|-----------------------|--|-----------------------|
| | | Qwest Corporation |
| | | |
| | | |
| | | |
| Signature | | Signature |
| | | |
| Name Typed or Printed | | Name Typed or Printed |
| | | |
| Title | | Title |
| | | |
| Date | | Date |

The original signed form must be sent with a check for the verification amount to:

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Manager, Qwest CLEC Joint Use, 6912 S Quentin, Suite 101, Englewood, CO 80112

An email copy of this form must be sent to: wsst@qwest.com, with "Agree" on the signature line.

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ATTACHMENT 2 Poles/Innerduct Order

General Agreement _____

BAN Number: _____

****NOTE: THIS FORM WILL BE COMPLETED BY QWEST AND SENT TO CLEC FOR SIGNATURE****

Make-ready Work required: Yes () No ()

Date Received _____

If Yes is checked, estimated Make-ready costs: \$ _____

The following Attachments are hereby incorporated by reference into this Order:

1. Term - Effective Date - _____.
2. Summary of Field Results (including Make-Ready work if required).
3. When placing fiber, CLEC must:

- a. provide Qwest representative, a final design of splice, racking and slack locations in Qwest utility holes.
- b. tag all equipment located in/on Qwest's facilities from beginning of the route to the end, and at the entrance and exit of each utility hole with the following information: (1) CLEC's Name and Contact Number, (2) Contract Number and Date of Contract, (3) Number of Fibers in the Innerduct and Color of Occupied Innerduct.

Annual Recurring Charges for this Permit:

| | <u>Annual Charge</u> | <u>Quantity</u> | <u>Total Annual Charge</u> |
|---|----------------------|-----------------|----------------------------|
| 1. Pole Attachment, Per Pole | \$ _____ / | _____ | \$ _____ |
| 2. Innerduct Occupancy, Per Foot | \$ _____ | _____ | \$ _____ |
| 3. Request conf. call for Construction? | _____ YES _____ NO | _____ | _____ |

Please check YES if construction by Qwest is needed for access to Qwest manholes (e.g. core drills, stubouts, not innerduct placement) For Poles, quantity is based on the number of vertical feet used (One cable attachment = one foot). If you do not place an order at this time, these Poles/Innerduct will be assigned on a first come-first served basis.

Additional Comments: THE ESTIMATED COSTS ARE FOR THE INSTALLATION OF INNERDUCT OR REARRANGEMENT PER THE WORK SHEETS. THE ANNUAL RECURRING CHARGE FOR YEAR 2001 HAS BEEN PRORATED TO _____ (/DAY * DAYS). PLEASE PROVIDE PAYMENT FOR THE MAKE-READY COSTS AND THE PRORATED 2001 RECURRING FEE ALONG WITH THIS SIGNED ORDER _____

By signing below and providing payment of the Make-ready costs and the first year's prorated Annual Recurring Charge (or, if CLEC requests Semiannual billing, then the first half-year's prorated Semiannual Recurring Charge), the CLEC desires Qwest to proceed with the Make-ready Work identified herein and acknowledges receipt of the General Terms and Conditions under which Qwest offers such Poles/Innerduct. By signing this document you are agreeing to the access described herein. Quotes expire in 90 days.

Return this signed form and check to: **Manager, Joint Use Supervisor, Suite 101, 6912 S. Quentin, Englewood, CO 80112.** Send a copy to: **wsst@qwest.com.**

| | | |
|-----------------------|--|-----------------------|
| | | Qwest Corporation |
| | | |
| Signature | | Signature |
| | | |
| Name Typed or Printed | | Name Typed or Printed |
| | | |

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| | | |
|-------|--|-------|
| Title | | Title |
| | | |
| Date | | Date |

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ATTACHMENT 3

General Agreement: _____

QWEST RIGHT OF WAY ACCESS, POLE ATTACHMENT AND/OR INNERDUCT OCCUPANCY GENERAL TERMS AND CONDITIONS

This is an Agreement between _____ ("CLEC") and Qwest Corporation ("Qwest"), for one or more Orders for the CLEC to obtain access to Qwest's Right-of-Way ("ROW") and/or to install/attach and maintain their communications facilities ("Facilities") to Qwest's Poles and/or placement of Facilities on or within Qwest's Innerduct (collectively "Poles/Innerduct") described in the General Information and CLEC Map, which are incorporated herein by this reference (singularly "Order" or collectively, "Orders"). If there is no other effective agreement (*i.e.*, an Interconnection Agreement) between CLEC and Qwest concerning access to Poles, Ducts and ROW, then this Agreement/Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for CLEC to obtain access to Poles, Ducts and/or ROW.

1. SCOPE.

- 1.1 Subject to the provisions of this Agreement, Qwest agrees to issue to CLEC for any lawful telecommunications purpose, (a) one or more nonexclusive, revocable Orders authorizing CLEC to attach, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct owned or controlled by Qwest, and/or (b) access to Qwest's ROW to the extent that (i) such ROW exists, and (ii) Qwest has the right to grant access to the CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state and/or federal requirements, and in the case of ROW, to the original document granting the ROW to Qwest or its predecessors.
- 1.2 Except as expressly provided herein, nothing in this Agreement shall be construed to require or compel Qwest to construct, install, modify, or place any Poles/Innerduct or other facility for use by CLEC or to obtain any ROW for CLEC's use.
- 1.3 Qwest agrees to provide access to ROW/Poles/Innerduct in accordance with the applicable local, state or federal law, rule, or regulation, incorporated herein by this reference, which governs this Agreement in the state in which Poles/Innerduct is provided.

2. **TERM.** Any Order issued under this Agreement for Pole attachments or Innerduct occupancy shall continue in effect for the term specified in the Order. Any access to ROW shall be non-exclusive and perpetual, subject to the terms and conditions of the Access Agreement (as hereinafter defined) and the original instrument granting the ROW to Qwest. This Agreement shall continue during such time CLEC is providing Poles/Innerduct attachments under any Order to this Agreement.

3. TERMINATION WITHOUT CAUSE.

- 3.1 To the extent permitted by law, either party may terminate this Agreement (which will have the effect of terminating all Orders hereunder), or any individual Order(s) hereunder, without cause, by providing notice of such termination in writing and by certified Mail to the other party. The written notice for termination without cause shall be dated as of the day it

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is mailed and shall be effective no sooner than one hundred twenty (120) calendar days from the date of such notice.

- 3.2. Termination of this Agreement or any Order hereunder does not release either party from any liability under this Agreement that may have accrued or that arises out of any claim that may have been accruing at the time of termination, including indemnity, warranties, and confidential information.
- 3.3. If Qwest terminates this Agreement for Cause, or if CLEC terminates this Agreement without Cause, CLEC shall pay termination charges equal to the amount of fees and charges remaining on the terminated Order(s) and shall remove its Facilities from the Poles/Innerduct within sixty (60) days, or cause Qwest to remove its Facilities from the Poles/Innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's Facilities are physically removed. Notwithstanding anything herein to the contrary, upon the termination of this Agreement for any reason whatsoever, all Orders hereunder shall simultaneously terminate.
- 3.4. If this Agreement or any Order is terminated for reasons other than Cause, then CLEC shall remove its Facilities from Poles/Innerduct within one hundred and eighty (180) days from the date of termination; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's Facilities are physically removed.
- 3.5. Qwest may abandon or sell any Poles/Innerduct at any time by giving written notice to the CLEC. Upon abandonment of Poles/Innerduct, and with the concurrence of the other CLEC(s), if necessary, CLEC shall, within sixty (60) days of such notice, either apply for usage with the new owner or purchase the Poles/Innerduct from Qwest, or remove its Facilities therefrom. Failure to remove its Facilities within sixty (60) days shall be deemed an election to purchase the Poles/Innerduct at the current market value.

4. CHARGES AND BILLING.

- 4.1. CLEC agrees to pay Qwest Poles/Innerduct usage fees ("Fees") as specified in the Order. Fees will be computed in compliance with applicable local, state and Federal law, regulations and guidelines. Such Fees will be assessed, in advance on an annual basis. Annual Fees will be assessed as of January 1st of each year. Fees are not refundable except as expressly provided herein. CLEC shall pay all applicable Fees and charges specified herein within thirty (30) days from receipt of invoice. Any outstanding invoice will be subject to applicable finance charges.
- 4.2. Qwest has the right to revise Fees, at its sole discretion, upon written notice to CLEC within at least sixty (60) days prior to the end of any annual billing period.

5. **INSURANCE.** The CLEC shall obtain and maintain at its own cost and expense the following insurance during the life of the Contract:

- 5.1. Workers' Compensation and/or Longshoremen's and Harbor Workers Compensation insurance with (1) statutory limits of coverage for all employees as required by statute; and (2) although not required by statute, coverage for any employee on the job site; and

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(3) Stop Gap liability or employer's liability insurance with a limit of One Hundred Thousand Dollars (\$100,000.00) for each accident.

- 5.2 General liability insurance providing coverage for underground hazard coverage (commonly referred to as "U" coverage), products/completed operations, premises operations, independent contractor's protection (required if contractor subcontracts the work), broad form property damage and contractual liability with respect to liability assumed by the CLEC hereunder. This insurance shall also include: (1) explosion hazard coverage (commonly referred to as "X" coverage) if the work involves blasting and (2) collapse hazard coverage (commonly referred to as "C" coverage) if the work may cause structural damage due to excavation, burrowing, tunneling, caisson work, or underpinning. The limits of liability for this coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.
- 5.3 Comprehensive automobile liability insurance covering the use and maintenance of owned, non-owned and hired vehicles. The limits of liability for this coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.
- 5.4 Qwest may require the CLEC from time-to-time during the life of the Contract to obtain additional insurance with coverage or limits in addition to those described above. However, the additional premium costs of any such additional insurance required by Qwest shall be borne by Qwest, and the CLEC shall arrange to have such costs billed separately and directly to Qwest by the insuring carrier(s). Qwest shall be authorized by the CLEC to confer directly with the agent(s) of the insuring carrier(s) concerning the extent and limits of the CLEC's insurance coverage in order to assure the sufficiency thereof for purposes of the work performable under the Contract and to assure that such coverage as a whole with respect to the work performable are coordinated from the standpoint of adequate coverage at the least total premium costs.
- 5.5 The insuring carrier(s) and the form of the insurance policies shall be subject to approval by Qwest. The CLEC shall forward to Qwest, certificates of such insurance issued by the insuring carrier(s). The insuring carrier(s) may use the ACORD form, which is the Insurance Industries certificate of insurance form. The insurance certificates shall provide that: (1) Qwest is named as an additional insured; (2) thirty (30) calendar days prior written notice of cancellation of, or material change or exclusions in, the policy to which the certificates relate shall be given to Qwest; (3) certification that underground hazard coverage (commonly referred to as "U" coverage) is part of the coverage; and (4) the words "pertains to all operations and projects performed on behalf of the certificate holder" are included in the description portion of the certificate. The CLEC shall not commence work hereunder until the obligations of the CLEC with respect to insurance have been fulfilled. The fulfillment of such obligations shall not relieve the CLEC of any liability hereunder or in any way modify the CLEC's obligations to indemnify Qwest.
- 5.6 Whenever any work is performed requiring the excavation of soil or use of heavy machinery within fifty (50) feet of railroad tracks or upon railroad right-of-way, a Railroad Protective Liability Insurance policy will be required. Such policy shall be issued in the name of the Railroad with standard limits of Two Million Dollars (\$2,000,000.00) per

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occurrence combined single limit for bodily injury, property damage or physical damage to property with an aggregate limit of Six Million Dollars (\$6,000,000.00). In addition, said policy shall name Qwest and the CLEC/SubCLEC on the declarations page with respect to its interest in these specific job. Said insurance policy shall be in form and substance satisfactory both to the Qwest and the Railroad and shall be delivered to and approved by both parties prior to the entry upon or use of the Railroad Property.

- 5.7 Whenever any work must be performed in the Colorado State Highway right-of-way, policies and certificates of insurance shall also name the State of Colorado as an additional insured. Like coverage shall be furnished by or on behalf of any subcontractor. Copies of said certificates must be available on site during the performance of the work.

6. CONSTRUCTION AND MAINTENANCE OF FACILITIES.

- 6.1 Qwest retains the right, in its sole judgment, to determine the availability of space on Poles/Innerduct. When modifications to a Qwest spare conduit include the placement of innerduct, Qwest retains the right to install the number of innerducts required to occupy the conduit structure to its full capacity. In the event Qwest determines that rearrangement of the existing facilities on Poles/Innerduct is required before CLEC's Facilities can be accommodated, the cost of such modification will be included in the CLEC's nonrecurring charges for the associated Poles/Innerduct Order.
- 6.2 CLEC shall be solely responsible for obtaining the necessary underlying legal authority to occupy Poles/Innerduct on governmental, federal, Native American, and private rights of way, as applicable, and Qwest does not warrant or represent that providing CLEC with access to the Poles/Innerduct in any way constitutes such legal right. The CLEC shall obtain any necessary permits, licenses, bonds, or other legal authority and permission, at the CLEC's sole expense, in order to perform its obligations under this Agreement. The CLEC shall contact all owners of public and private rights-of-way, as necessary, to obtain written permission required to perform the work prior to entering the property or starting any work thereon and shall provide Qwest with written documentation of such legal authority prior to placement of its facilities on or in the Poles/Innerduct. The CLEC shall comply with all conditions of rights-of-way and Orders.
- 6.3 CLEC's Facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated herein by reference, and any governing authority having jurisdiction of the subject matter of this Agreement. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain Facilities in accordance with the above requirements shall be Cause as referenced in Section 3 to this Agreement for termination of the Order in question. Termination of more than two (2) Orders in any twelve-month period pursuant to the foregoing sentence shall be Cause as referenced in Section 3 for termination of this Agreement. Qwest's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate Qwest premises. CLEC's procedures governing its standards maintenance practices for Facilities shall be made available to Qwest upon written request. CLEC shall within thirty (30) days comply and provide the requested information to Qwest to bring their facilities into compliance with these terms and conditions.

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- 6.4. In the event of any service outage affecting both Qwest and CLEC, repairs shall be effectuated on a priority basis as established by local, state or federal requirements, or where such requirement do not exists, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the effected Poles/Innerduct.
- 6.5 In the event of an infrastructure outage, the CLEC should contact their Network Maintenance Center at 1-800-223-7881 or the CLEC may contact their Account Manager at the Interconnect Service Center.

7. MODIFICATION TO EXISTING POLES/INNERDUCT.

- 7.1. If CLEC requests Qwest to replace or modify existing Poles/Innerduct to increase its strength or capacity for the benefit of the CLEC and Qwest determines in its sole discretion to provide the requested capacity, the CLEC shall pay Qwest the total replacement cost, Qwest's cost to transfer its attachments, as necessary, and the cost for removal (including destruction fees) of any replaced Poles/Innerduct, if such is necessary. Ownership of new Poles/Innerduct shall vest in Qwest. To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total cost as outlined above, based on the ratio of the amount of new space occupied by the Facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring Poles/Innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of the multiple parties and CLEC shall be responsible for its pro rata share of the modification cost. Except as set forth herein, CLEC shall have no obligation to pay any of the cost of replacement or modification of Poles/Innerduct requested solely by third parties.
- 7.2 Written notification of modification initiated by or on behalf of Qwest shall be provided to CLEC at least sixty (60) days prior to beginning modifications if such modifications are not the result of an emergency situation. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not rearrange its facilities within sixty (60) days after receipt of written notice from Qwest requesting such rearrangement, Qwest may perform or cause to have performed such rearrangement and CLEC shall pay for cost thereof. No such notice shall be required in emergency situations or for routine maintenance of Poles/Innerduct.

8. INSPECTION OF FACILITIES. Qwest reserves the right to make final construction, subsequent and periodic inspections of CLEC's facilities occupying the Poles/Innerduct system. CLEC shall reimburse Qwest for the cost of such inspections except as specified in Section 8 hereof.

- 8.1. CLEC shall provide written notice to Qwest, at least fifteen (15) days in advance, of the locations where CLEC's plant is to be constructed.
- 8.2. The CLEC shall forward Exhibit A, entitled "Pulling In Report" attached hereto and incorporated herein by this reference, to Qwest within five (5) business days of the date(s) of the occupancy.
- 8.3. Qwest shall provide written notification to CLEC within seven (7) days of the date of completion of a final construction inspection.

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- 8.4. Where final construction inspection by Qwest has been completed, CLEC shall be obligated to correct non-complying conditions within thirty (30) days of receiving written notice from Qwest. In the event the corrections are not completed within the thirty (30)-day period, occupancy authorization for the Poles/Innerduct system where non-complying conditions remain uncorrected shall terminate immediately, regardless of whether CLEC has energized the facilities occupying said Poles/Innerduct system, unless Qwest has provided CLEC a written extension to comply. CLEC shall remove its facilities from said Poles/Innerduct in accordance with the provisions set forth in Section 10 of this Agreement. No further occupancy authorization shall be issued to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the Pole/Conduit system where such non-complying conditions exist. If agreed to in writing, by both parties, Qwest shall perform such corrections and CLEC shall pay Qwest the cost of performing such work. Subsequent inspections to determine if appropriate corrective action has been taken may be made by Qwest.
- 8.5. Once the CLECs facilities occupy Qwest Poles/Innerduct system and Exhibit A has been received by Qwest, Qwest may perform periodic inspections. The cost of such inspections shall be borne by Qwest, unless the inspection reveals any violations, hazards, or conditions indicating that CLEC has failed to comply with the provisions set forth in this Agreement, in which case the CLEC shall reimburse Qwest for full costs of inspection, and re-inspection to determine compliance as required. A CLEC representative may accompany Qwest on field inspections scheduled specifically for the purpose of inspecting CLEC's Facilities; however, CLEC's costs associated with its participation in such inspections shall be borne by CLEC. Qwest shall have no obligation to notify CLEC, and CLEC shall have no right to attend, any routine field inspections.
- 8.6. The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to the CLEC within thirty (30) days upon completion of the inspection.
- 8.7. Final construction, subsequent and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon Qwest, and shall not relieve CLEC of any responsibilities, obligations, or liability arising under this Agreement.

9. UNAUTHORIZED FACILITIES

- 9.1 If any facilities are found attached to Poles/Innerduct for which no Order is in effect, Qwest, without prejudice to any other rights or remedies under this Agreement, shall assess an unauthorized attachment administrative fee of Two Hundred Dollars (\$200.00) per attachment per Pole or innerduct run between manholes, and require the CLEC to submit in writing, within ten (10) day after receipt of written notification from Qwest of the unauthorized occupancy, a Poles/Innerduct application. Qwest shall waive the unauthorized attachment fee if the following conditions are both met: (1) CLEC cures such unauthorized attachment (by removing it or submitting a valid Order for attachment in the form of Attachment 2 of Exhibit D, within thirty (30) days of written notification from Qwest of the unauthorized attachment; and (2) the unauthorized attachment did not require Qwest to take curative measures itself (e.g., pulling additional innerduct) prior to the cure by CLEC. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than by CLEC. If such application is not received by Qwest within the specified time period, the CLEC will be required to remove its unauthorized facility within ten (10) days of the final date for

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submitting the required application, Qwest may remove the CLEC's facilities without liability, and the cost of such removal shall be borne by the CLEC.

9.2 For the purpose of determining the applicable charge, the unauthorized Poles/Innerduct occupancy shall be treated as having existed for a period of five (5) years prior to its discovery, and the charges, as specified in Section 4, shall be due and payable forthwith whether or not CLEC is ordered to continue the occupancy of the Poles/Innerduct system.

9.3. No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed to constitute the authorization of the occupancy; any authorization that may be granted subsequently shall not operate retroactively or constitute a waiver by Qwest of any of its rights or privileges under this Agreement or otherwise.

10. **REMOVAL OF FACILITIES.** Should Qwest, under the provisions of this Agreement, remove CLEC's Facilities from the Poles/Innerduct covered by any Order (or otherwise), Qwest will deliver the Facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Qwest. If payment is not received by Qwest within thirty (30) days, CLEC will be deemed to have abandoned such facilities, and Qwest may dispose of said facilities as it determines to be appropriate. If Qwest must dispose of said facilities, such action will not relieve CLEC of any other financial responsibility associated with such removal as provided herein. If CLEC removes its Facilities from Poles/Innerduct for reasons other than repair or maintenance purposes, the CLEC shall have no right to replace such facilities on the Poles/Innerduct until such time as all outstanding charges due to Qwest for previous occupancy have been paid in full. CLEC shall submit Exhibit B, entitled "Notification of Surrender of Modification of Conduit Occupancy License by CLEC," or Exhibit C, entitled "Notification of Surrender of Modification of Pole Attachment by CLEC," each as attached hereto, advising Qwest as to the date on which the removal of Facilities from each Poles/Innerduct has been completed.

11. **INDEMNIFICATION AND LIMITATION OF LIABILITIES.** CLEC shall indemnify and hold harmless Qwest, its owners, parents, subsidiaries, affiliates, agents, directors, and employees against any and all liabilities, claims, judgments, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and attorneys' fees ("Liabilities") to the extent they arise from or in connection with: (1) infringement, or alleged infringement, of any patent rights or claims caused, or alleged to have been caused, by the use of any apparatus, appliances, equipment, or parts thereof, furnished, installed or utilized by the CLEC; (2) actual or alleged fault or negligence of the CLEC, its officers, employees, agents, subcontractors and/or representatives; (3) furnishing, performance, or use of any material supplied by CLEC under this Contract or any product liability claims relating to any material supplied by CLEC under this Contract; (4) failure of CLEC, its officers, employees, agents, subcontractors and/or representatives to comply with any term of this Contract or any applicable local, state, or federal law or regulation, including but not limited to the OSH Act and environmental protection laws; (5) assertions under workers' compensation or similar employee benefit acts by CLEC or its employees, agents, subcontractors, or subcontractors' employees or agents; (6) the acts or omissions (other than the gross negligence or willful misconduct) of Qwest, its officers, employees, agents, and representatives, except as otherwise provided in paragraphs 11.3 and 11.4 below; and/or, (7) any economic damages that may rise, including damages for delay or other related economic damages that the Qwest or third parties may suffer or allegedly suffer as a result of the performance or failure to perform work by the CLEC. If both Qwest and the CLEC are sued as a result of or in connection with the performance of work arising out of this Contract, the parties hereby agree that the defense of the case (including the costs of the defense and attorneys' fees) shall be the responsibility of the CLEC, if Qwest desires. Qwest shall give the CLEC reasonable written notice of all such claims

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and any suits alleging such claims and shall furnish upon the CLEC's request and at the CLEC's expense all information and assistance available to the Qwest for such defense. The parties shall employ Article 13, Dispute Resolution, to resolve any dispute concerning the proportional fault and liability after the underlying case is terminated.

11.1 IF WORK IS PERFORMED IN THE STATE OF WASHINGTON UNDER THIS GENERAL CONTRACT, THE CLEC ACKNOWLEDGES AND AGREES THAT THIS INDEMNIFICATION OBLIGATION SHALL INCLUDE, BUT IS NOT LIMITED TO, ALL CLAIMS AGAINST QWEST BY AN EMPLOYEE OR FORMER EMPLOYEE OF THE CLEC, AND THE CLEC EXPRESSLY WAIVES ALL IMMUNITY AND LIMITATION ON LIABILITY UNDER ANY INDUSTRIAL INSURANCE ACT, OTHER WORKERS' COMPENSATION ACT, DISABILITY BENEFIT ACT, OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION WHICH WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH A CLAIM.

11.2 Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the party to comply with any term or condition of this Contract or any valid and applicable law, rule or regulation.

11.3 FOR ANY WORK PERFORMED IN ARIZONA, IDAHO, SOUTH DAKOTA, UTAH OR WASHINGTON, SECTION 11(6) SHALL NOT EXTEND TO THE SOLE NEGLIGENCE OF QWEST BUT SHALL EXTEND TO THE NEGLIGENCE OF QWEST WHEN CONCURRENT WITH THAT OF THE CLEC.

11.4 FOR ANY WORK PERFORMED IN THE STATES OF MINNESOTA, NEBRASKA, NEW MEXICO, OR OREGON, ARTICLE 11 SHALL NOT APPLY, EXCEPT THAT SECTION 11 SHALL APPLY FOR WORK PERFORMED IN MINNESOTA FOR MAINTENANCE OR REPAIR OF MACHINERY, EQUIPMENT, OR OTHER SUCH DEVICES, USED AS PART OF A MANUFACTURING, COVERING, OR OTHER PRODUCTION PROCESS INDULGING ELECTRIC, GAS, STEAM, AND TELEPHONE UTILITY EQUIPMENT USED FOR PRODUCTION, TRANSMISSION, OR DISTRIBUTION PURPOSES.

12. **FORCE MAJEURE**

12.1 The CLEC shall be excused from its performance as to any Order if prevented by acts or events beyond the CLEC's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

12.2 If such contingency occurs, Qwest may elect:

12.2.1 To terminate this Agreement as to the Order in question; or

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- 12.2.2 To terminate already-assigned specific work assignment(s) the CLEC is unable to perform, or any part thereof, and to assign new specific work assignments to other parties for the duration of the cause of the delay; or
 - 12.2.3 To suspend already-assigned specific work assignment(s) the CLEC is unable to perform, or any part thereof, for the duration of the cause of the delay; and to assign new specific work assignments to other parties for the duration of the cause of the delay.
- 12.3 Qwest shall be deemed to have elected Section 12.2.3 above unless written notice of termination is given by Qwest after the contingency occurs. With respect to Qwest's election of Section 12.2.3 above:
- 12.3.1 Qwest shall give the CLEC written notice of the work to be performed by such other party prior to its performance and shall deduct from the CLEC's price the cost of the work or services actually performed by such other parties.
 - 12.3.2 The CLEC shall resume performance, and complete any work not performed or to be performed by another party, once the delaying cause ceases.
 - 12.3.3 If appropriate, at the Qwest's discretion, the time for completion of specific work assignment(s) shall be extended up to the length of time the contingency endured.
- 12.4 Qwest shall be excused from its performance if prevented by acts or events beyond the Qwest's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

13. DISPUTE RESOLUTION.

- 13.1. Other than those claims over which a regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.
- 13.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.
- 13.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

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- 13.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.
14. **LAWFULNESS.** This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. This Agreement shall be governed by the laws of the state where Poles/Innerduct is provided. Nothing contained herein shall substitute for or be deemed a waiver of the parties' respective rights and obligations under applicable federal, state and local laws, regulations and guidelines, including (without limitation) Section 224 of the Communications Act of 1934, as amended (47 U.S.C. 224). The CLEC represents that it is a certified Competitive Local Exchange Carrier or otherwise has the legal right, pursuant to 47 U.S.C. 224 to attach to Qwest's pole pursuant to the terms thereof. The CLEC acknowledges that Qwest will rely on the foregoing representation, and that if such representation is not accurate, this Agreement shall be deemed void *ab initio*, except for Article 9 hereof, for which CLEC shall remain fully liable.
15. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.
16. **GENERAL PROVISIONS.**
- 16.1 Failure or delay by either party to exercise any right, power, or privilege hereunder, shall not operate as a waiver hereto.
- 16.2 This Agreement shall not be assignable by CLEC without the express written consent of Qwest, which shall not be unreasonably withheld. Assignment of this Agreement by CLEC to CLEC's subsidiary or affiliate shall be presumed to be reasonable; provided, however, that CLEC must obtain Qwest's consent in any event.
- 16.3 This Agreement benefits CLEC and Qwest. There are no third party beneficiaries.
- 16.4 This Agreement constitutes the entire understanding between CLEC and Qwest with respect to Service provided herein and supersedes any prior agreements or understandings.

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The parties hereby execute and authorize this Agreement as of the latest date shown below:

CLEC

Qwest Corporation

Signature

Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

Address for Notices

Address for Notices

Qwest Corporation
1801 California, Rm. 2330
Denver, CO 80202

Contact:
Phone:
FAX:

Contact:
Phone:
FAX:

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EXHIBIT A

PULLING IN REPORT

This report is to be completed by the CLEC when fiber cable is placed into innerduct.

_____ 20 _____

Send to:

Manager, Qwest Corp
700 W Mineral, Rm IAF12
Littleton, CO 80120 (303-707-7598)

This is to advise you that pursuant to General Agreement No. _____ granted to us under the terms of the Innerduct Agreement dated _____, 20__ we have completed installation of the following cable into the following ducts.

Municipality _____

| Location | | |
|-------------------|-------------------|----------------------------|
| From | To | Cable and |
| <u>Manhole at</u> | <u>Manhole at</u> | <u>Equipment Installed</u> |

Name of CLEC

By: _____
Title: _____

Receipt of the above report is hereby acknowledged _____, 20__.

Qwest Corporation

By: _____
Title: _____

1. Reports shall be submitted in duplicate.
2. A complete description of all facilities shall be given, including a print showing the locations, quantities, sizes and types of all cables and equipment.
3. Sketch to be furnished showing duct used. Must be same duct assigned to Licensee by Licensor as shown on Exhibit ____, unless a change has been previously authorized in writing by Licensor.

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EXHIBIT B

CLEC: _____

NOTIFICATION OF SURRENDER OR MODIFICATION OF CONDUIT OCCUPANCY ORDER BY CLEC

Return to:
Manager, Qwest Corp
700 W Mineral, Rm IAF12
Littleton, CO 80120

In accordance with the terms and conditions of this Agreement between us, dated _____, 20____, notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (and/or modified as indicated in Licensee's prior notification to Licensor, dated _____, 20____) effective _____.

| CONDUIT LOCATION | LIC. NO. & DATE | SURRENDER OR MODIFICATION | DATE FAC. RMVD. OR MODIFIED |
|------------------|--------------------|------------------------------|-----------------------------------|
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Name of Licensor

Name of Co- Provider

Date Notification Received

By _____

Date Modification Accepted

Title _____

By _____
Discontinued:

Total duct footage _____

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EXHIBIT C

NOTIFICATION OF SURRENDER OR MODIFICATION OF POLE ATTACHMENT ORDER BY CLEC

CLEC: _____

Return to:

Manager, Qwest Corp
700 W Mineral, Rm IAF12
Littleton, CO 80120

In accordance with the terms and conditions of the Agreement between Qwest and CLEC, dated _____, 20__, notice is hereby given that the licenses covering attachments to the following poles and/or anchors, and/or utilization of anchor/guy strand is surrendered (or modified as indicated in CLEC's prior notification to Qwest, dated _____, 20__) effective _____.

| | POLE NO. | ASSOC. POLE NO. | LIC. NO. & DATE | SURRENDER OR MODIFICATION | DATE FAC. RMVD OR MODIFIED |
|----|----------|-----------------|-----------------|---------------------------|----------------------------|
| 1. | | A A/GS - | | | |
| 2. | | A A/GS - | | | |
| 3. | | A A/GS - | | | |
| 4. | | A A/GS - | | | |
| 5. | | A A/GS - | | | |
| 6. | | A A/GS - | | | |
| 7. | | A A/GS - | | | |
| 8. | | A A/GS - | | | |
| 9. | | A A/GS - | | | |

Date Notification Received _____

Date Modification Received _____

By: _____

Name of CLEC

Discontinued:

Poles _____

Anchors _____

By: _____

Anchor/Guy Strands _____ Its: _____

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ATTACHMENT 4 FORM OF ACCESS AGREEMENT

After recording, please return to:

Manager

700 W Mineral, Rm IAF12

Littleton, CO 80120

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this "Agreement") is made as of the ____ day of ____, 20__, by and between **QWEST CORPORATION**, a Colorado corporation, successor in interest to **U S WEST COMMUNICATIONS, INC.**, a Colorado corporation ("Grantor"), whose address is _____, and _____, a _____, whose address is _____ ("Grantee").

RECITALS

- A. This Agreement relates to certain real property (the "Property") located in the County of _____ (the "County"), State of _____ (the "State").
- B. A copy of an agreement purporting to grant to Grantor certain rights to use the Property, as described therein (the "Easement Rights"), is attached as Exhibit A (the "Right of Way Agreement").
- C. Pursuant to 42 U.S.C. §§ 224 and 251(b)(5), Grantor, as a Local Exchange Carrier, is required to provide access to rights-of-way to a requesting telecommunications carrier, as defined in 42 U.S.C. § 224. Grantee is a telecommunications carrier that has requested access to Grantor's Easement Rights. To comply with the aforementioned legal requirement, Grantor has agreed to share with Grantee its Easement Rights, if any, relating to the Property, to the extent Grantor may legally convey such an interest.
- D. Subject to the terms and conditions set forth in this Agreement, Grantor has agreed to convey to Grantee, without any representation or warranty, the right to use the Easement Rights, and Grantee has agreed to accept such conveyance.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Right of Access. Grantor hereby conveys to Grantee and its Authorized Users (as defined below) a non-exclusive, perpetual right to access and use the Easement Rights, which right shall be expressly (a) subject to, subordinate to, and limited by the Right of Way Agreement, and (b) subject to the terms and conditions hereof. As used in this Agreement, "Authorized Users" of Owner, Grantor and Grantee shall mean Owner, Grantor or Grantee, as applicable, their respective Affiliates and agents, licensees, employees, and invitees, including, without limitation, contractors, subcontractors, consultants,

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suppliers, public emergency vehicles, shipping or delivery vehicles, or construction vehicles. "Affiliates" means, with respect to any Person, any Person that controls, is controlled by or is under common control with such Person, together with its and their respective members, partners, venturers, directors, officers, stockholders, agents, employees and spouses. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise. "Person" means an individual, partnership, limited liability company, association, corporation or other entity.

2. Grantor's Reserved Rights. Grantor reserves to itself and its Authorized Users the right to use the Easement Rights for any purpose not incompatible with the rights conveyed to Grantee by this Agreement.

3. Conditions Precedent to Effectiveness of Agreement. This Agreement is expressly conditioned on the following:

a. Recordation of Agreement. If the Right-of-Way Agreement has been publicly recorded, Grantee shall be responsible for assuring that the Agreement is in appropriate form for recording in the real property records of the County, shall pay for the recording thereof, and shall provide a copy of the recorded Agreement to Grantor at the address set forth above. A legible copy of the Right of Way Agreement must be attached to the Agreement when recorded or the Agreement shall not be effective.

b. Payment of Costs and Expenses. Grantee shall pay to or reimburse Grantor for all costs and expenses, including reasonable attorneys' fees, relating to Grantor's execution and delivery of this Agreement.

4. Grantee's Representations and Warranties. Grantee represents and warrants to Grantor that:

a. Authority. Grantee is a _____, duly formed and validly existing under the laws of the State of _____. All necessary action has been taken by Grantee to execute and deliver this Agreement and to perform the obligations set forth hereunder. Grantee is a "telecommunications carrier" as that term is defined in 42 U.S.C. § 224.

b. Due Diligence. Grantee acknowledges and agrees that neither Grantor nor any agent, employee, attorney, or representative of Grantor has made any statements, agreements, promises, assurances, representations, or warranties, whether in this Agreement or otherwise and whether express or implied, regarding the Right of Way Agreement or the Easement Rights or the assignability or further granting thereof, or title to or the environmental or other condition of the Property. Grantee further acknowledges and agrees that Grantee has examined and investigated to its full satisfaction the physical nature and condition of the Property and the Easement Rights and that it is acquiring the Easement Rights in an "AS IS, WHERE IS" condition. Grantee expressly waives all claims for damages by reason of any statement, representation, warranty, assurance, promise or agreement made, if any.

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5. Grantee's Covenants.

a. Compliance with Right of Way Agreement. Grantee agrees that the rights granted by Grantor hereunder are expressly subject to, subordinate to, and limited by the Right of Way Agreement, and Grantee further agrees to comply in all respects with the terms and conditions of the Right of Way Agreement as they apply to the holder or user of the Easement Rights. In the event Grantee fails to observe or perform any of its obligations under the Right of Way Agreement, Grantor shall have the right, but not the obligation, to perform or observe such obligation to the extent that such obligation can be observed or performed by Grantor.

b. Compliance with Laws. Grantee agrees to use the Property and the Easement Rights in compliance with all applicable laws.

c. No Further Grant. Grantee shall not grant to any Person other than Grantee's Authorized Users the right to use the Easement Rights without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole discretion.

d. Non-Interference. Grantee agrees that it will not interfere with Grantor's or Grantor's Authorized Users' use of the Easement Rights and will not take any action or fail to take any action that would negatively affect the Easement Rights or cause or contribute to the termination of the Right of Way Agreement.

6. Indemnification. Grantee hereby agrees to indemnify, defend and hold Owner, Grantor and their respective Affiliates harmless from and against any and all claims, judgments, damages, liabilities, penalties, fines, suits, causes of action, costs of settlement, and expenses (including, without limitation, reasonable attorneys' fees) which may be imposed upon or incurred by Grantor or its Authorized Users, or any of them, arising from, relating to or caused by Grantee's breach of this Agreement or the use, or the use by any of Grantee's Authorized Users, of the Easement Rights. In addition to the indemnity obligations described above, in the event that any act or omission of Grantee or Grantee's Authorized Users causes, directly or indirectly, and without reference to any act or omission of Owner, Grantor or their respective Authorized users, the termination or revocation of the Easement Rights, Grantee shall be liable to Grantor for all costs incurred in connection with (a) acquiring replacement Easement Rights over the Property or over other suitable Property, as determined in Grantor's sole judgment (the "Replacement Easement"), (b) the fully-loaded cost of constructing replacement facilities over the Replacement Easement, (c) the cost of removing its facilities and personal property from the Property, if required by the Right of Way Agreement, and (d) any other costs of complying with the Right of Way Agreement, including, without limitation, reasonable attorneys' fees. Grantee shall pay all such amounts within ten (10) days of receipt of any invoice for such costs delivered to Grantee by Owner, Grantor or their respective Authorized Users.

7. Condemnation. If any action is taken whereby the Right of Way Agreement or any part of the Easement Rights are terminated, relocated or otherwise affected, by any taking or partial taking by a governmental authority or otherwise, then such any compensation due or to be paid to the holder of the Easement Rights due to such occurrence shall belong solely to Grantor.

8. Severable Provisions. If any term of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Default; Remedies. (a) If Grantee files a petition in bankruptcy, or a petition is bankruptcy is filed against Grantee, which is not dismissed on or before fifteen (15) days after such filing, or (b) in the

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event of Grantee's breach or threatened breach of any term, covenant or condition of this Agreement, then Grantor shall have, in addition to all other legal and equitable remedies, the right to (x) terminate this Agreement, (y) enforce the provisions hereof by the equitable remedy of specific performance, or (z) enjoin such breach or threatened breach by injunctive action, all without the necessity of proof of actual damages or inadequacy of any legal remedy. Grantee agrees to pay all costs of enforcement of the obligations of Grantee hereunder, including reasonable attorneys' fees and all costs of suit, in case it becomes necessary for Grantor to enforce the obligations of Grantee hereunder, whether suit be brought or not, and whether through courts of original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings.

10. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be assigned at any time in whole or in part by Grantor.

11. No Dedication. Nothing contained in this Agreement shall constitute a gift or dedication of any portion of the Easement Rights to the general public or for any public purpose whatsoever. There are no intended third-party beneficiaries to this Agreement.

12. Grantor's Waiver of Confidentiality. If the Right of Way Agreement is not publicly recorded, Grantor hereby grants a limited waiver of any right to keep the terms and conditions of the Right of Way Agreement confidential, except for any dollar amounts in the Right of Way Agreement, which rights Grantor expressly reserves, and subject to Grantee's and Owner's compliance with the terms and conditions in this paragraph. In all instances, Grantee will use the Right of Way Agreement only for the following purposes: (a) to determine whether Grantor has ownership or control over duct, conduits, or rights-of-way within the property described in the Right of Way Agreement; (b) to determine the ownership of wire within the property described in the Right of Way agreement; or (c) to determine the demarcation point between Grantor facilities and the Owner's facilities in the property described in the agreement. Grantee further agrees that Grantee shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8 to any Grantee agents or employees engaged in sales, marketing, or product management efforts on behalf of Grantee. Grantor's waiver of rights, subject to the limitations set forth above, is intended to be effective whether or not such right to confidentiality is expressly set forth in the Right of Way Agreement or elsewhere or may have been agreed to orally, and so long as Grantee and Owner comply with the conditions set forth above, Grantor further covenants not to assert any claim or commence any action, lawsuit, or other legal proceeding against Owner or Grantee, based upon or arising out of Grantor's alleged right to confidentiality relating to the Right of Way Agreement, except in the event of disclosure of dollar amounts in the Right of Way Agreement. Grantor's waiver is expressly conditioned on Owner's waiver of Owner's confidentiality rights, as set forth in the Consent to Disclosure form, which is a part hereof, or Grantee's provision to Grantor of a legally binding and satisfactory agreement to indemnify Grantee in the event of any legal action arising out of Owner's provision of a non-recorded agreement to Grantee. In the event that, the person executing the Consent to Disclosure form does not have the legal right to bind the Owner, Grantor reserves the right to maintain an action for damages, including, without limitation, consequential damages, arising from such improper execution against any Person improperly executing the Consent to Disclosure form. In any event, Grantor reserves its right to (a) to enforce the confidentiality provisions of the Right of Way Agreement as to any dollar amounts set forth in such Right of Way Agreements, and/or (b) to maintain an action for damages, including, without limitation, consequential damages, arising from the disclosure of the dollar amounts in any Right of Way Agreement, against any party, including, without limitation, against Grantee or against any Person improperly executing the Consent to Disclosure form.

13. Notices. All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United

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States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

14. Modification; Counterparts. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any amendment, modification, change or waiver is sought. This Agreement may be executed in any number of counterparts, all of which shall constitute but one and the same document.

15. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

16. Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT OF APPLICABLE LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

[Signature pages follow]

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EXECUTED as of the date first written above.

GRANTOR:

Witnessed by: _____

QWEST CORPORATION, a Colorado corporation,
successor in interest to
U S WEST COMMUNICATIONS, INC.,
a Colorado corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____ as
_____ of QWEST CORPORATION, a Colorado
corporation.

Witness my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: _____

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EXECUTED as of the date first written above.

GRANTEE:

Witnessed by: _____, a

By: _____

Name:

Title:

STATE OF _____)

COUNTY OF _____) ss:

_____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____ as
_____ of _____,
a _____.

Witness my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: _____

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CONSENT TO DISCLOSURE

THE UNDERSIGNED, _____, a _____ ("**Owner**"), whose address is _____, hereby consents to the terms of the following paragraphs regarding the agreement described or entitled as _____ between Qwest Corporation, formerly U S WEST Communications, Inc. ("Qwest") and Owner for the property located at _____ ("**Property**") that provides Qwest with access to Owner's Property (the "**Agreement**").

FOR TEN DOLLARS (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner agrees as follows:

1. **Title to Property.** Owner represents and warrants either (a) that Owner is the owner of fee title to the Property described in the Agreement or, if no description of the Property is given in the Agreement, then (b) that Owner is the grantor, or the successor to or assignee of the grantor, of the easement rights, if any, under the Agreement. Owner further represents and warrants that Owner has the legal right to execute this Consent to Disclosure, including, without limitation, the right to waive the confidentiality of the Agreement as set forth in paragraph 3 of this Consent to Disclosure.

2. **Owner's Acknowledgments.** Owner expressly acknowledges that (a) this is a legal document that may affect Owner's rights and Owner was given the opportunity to have the Agreement and this Consent to Disclosure reviewed by Owner's attorney; and (b) Owner, by signing this Consent to Disclosure, waives any rights it may have to keep the terms and provisions of the Agreement confidential.

3. **Owner's Waiver of Confidentiality.** Owner hereby waives any right it may have to keep the terms and conditions of the Agreement confidential, whether or not such right to confidentiality is expressly set forth in the Agreement or elsewhere or may have been agreed to orally, subject to the compliance of the competitive local exchange carrier ("CLEC") with the requirements of paragraph 5. Owner further covenants not to assert any claim or commence any action, lawsuit, or other legal proceeding against Qwest or CLEC presenting this Consent to Disclosure, based upon or arising out of Owner's alleged right to confidentiality relating to the Agreement. Owner's consent to disclosure applies only to the Agreement that is described in this Consent to Disclosure form and only to the undersigned CLEC.

4. **Qwest's Waiver of Confidentiality.** Qwest represents and warrants that it is granting a limited waiver of its confidentiality rights that permits CLEC to review the Agreement subject to CLEC's compliance with the requirements of paragraph 5 and Qwest's right to redact all dollar amounts set forth in the Agreement. Qwest's consent to disclosure applies only to the Agreement that is described in this Consent to Disclosure form and only to the undersigned CLEC.

5. **CLEC's Obligations.** CLEC shall use the Agreement exclusively for the following purposes and for no other purpose whatsoever:

- (a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way within the Property described in the Agreement; or
- (b) to determine the ownership of wire within the Property described in the Agreement; or

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(c) to determine the demarcation point between Qwest facilities and the Owner's facilities in the Property described in the Agreement.

CLEC further agrees that CLEC shall not disclose the contents, terms, or conditions of the Agreement to any CLEC agents or employees engaged in sales, marketing, or product management efforts on behalf of CLEC.

6. **Acknowledgement of Limitation on Waivers. Owner understands that Qwest does not agree to waive the confidentiality of the dollar amounts set forth in any Agreement, and acknowledges that Owner has no right to provide copies of such Agreements to any party unless Owner has completely deleted the dollar amounts. Owner shall not provide a copy of the Agreement unless Owner has completely deleted all dollar amounts. Whether provided by Owner or Qwest, CLEC shall comply with the conditions set forth in paragraph 5.**

7. **Notices.** All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

EXECUTED as of the date first written above.

OWNER:

CLEC:

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EXHIBIT 1

Right of Way Agreement

(This represents the ROW agreement between the Co-Provider and the property owner)

EXHIBIT E**VERTICAL SWITCH FEATURES FOR UNE-SWITCHING**

| USOC for feature | Feature Description |
|-------------------------|---|
| 3CW | Call Transfer – Trunk Side |
| 53W | Open Switch Interval Protection |
| 69B1X | Call Forwarding - Busy Line |
| 69D | Call Pick-up Directed |
| 69H | Call Forwarding - Don't Answer |
| 69J | Call Forwarding - Busy Line |
| 6APPK | Call Hold |
| 6MD | Barge-In |
| 6SY | Call Waiting Terminating |
| 6SZ | Call Waiting Originating |
| 9FK | Secretarial Listing |
| A6PPK | Additional Primary Directory Number, Per PDN |
| A6QPN | Additional Secondary Directory Number* |
| ACS | Additional Call Appearances, Per Appearance |
| AR5 | ARS Patterns Per Facility Terminating In Patterns |
| ARS-B | Automatic Route Selection, Common Equip |
| AS9 | Additional Shared Call Appearance, Per Appearance |
| AYK | Class Anonymous Call Rejection |
| B2DPK | Automatic Dial |
| BOV | Executive Busy Override |
| C4Z | Call Park |
| CLT | Additional Directory Listing |
| CMD | Customer Dialed Account Recording |
| CTP | Call Transfer - All Calls |
| CV9 | Call Forwarding – Variable |
| CXT | Remote Access Service |
| D06 | Secondary DN |
| D08 | Multiple Shared Call Appearances Of A DN |
| DAL | Foreign Listing |
| DHA | Distinctive Alert |
| DMA | Directed Call Pick-up - Per Line, Barge-In |
| DO6 | Secondary Directory Number |
| DO8 | Shared Directory Number |
| DPB | Directed Call Pick-up - Per System |
| E1N | Intracall |
| E3D | Speed Call |
| E3F | Speed Calling – 30 Per Line Accessing List |
| E3P | Call Pick-up |
| E3PPK | Call Pick-up |
| E62 | Call Waiting Dial Originating |
| E6D | Directed Call Pick-up - Per Line, Non Barge-In |
| E6G | Call Forwarding – Busy Restricted |
| E6GUR | Call Forwarding – Busy Unrestricted |

EXHIBIT E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

| USOC for feature | Feature Description |
|------------------|--|
| E6N | Call Waiting – Intragroup, Per Line Equipped |
| E8C | Speed Calling 8# |
| E9G | Call Forwarding - Don't Answer Restricted |
| E9GUR | Call Forwarding - Don't Answer Unrestricted |
| EAB | Call Hold |
| EAT | Call Forwarding - Variable |
| EBR | Attendant Camp-On And Indication Of Camp-On |
| EGR | Group Use Service |
| EH6 | Multiline Hunt Group - Circular Hunt |
| EH8 | Multiline Hunt Group - Preferential List Hunt - First Line – Equipped |
| EH9 | Multiline Hunt Group - Preferential List Hunt Additional Line – Equipped |
| EO3 | Call Transfer |
| ERB | Call Forward Busy - Cust Activate |
| ERD | Call Forward Don't Answer - Cust Activate |
| ESC | 3-Way |
| ESH | Convenience Dialing - Shared User |
| ESHT3 | Speed Calling - 30 Per List |
| ESHT6 | Speed Calling - 6 Per List |
| ESM | Call Forward Variable |
| EST | Speed Calling - 6 Per Line Accessing List |
| ESX | Call Waiting |
| ESZ | Call Waiting – Originating |
| ETD | Call Diversion |
| ETG | Call Restriction |
| ETQPB/BLF | Direct Station Selection/Busy Lamp Field |
| ETQPB/GIC | Group Intercom All Calls |
| ETQPB/MWI | Message Center Bus Set |
| EVB | Call Forward Busy – Programmed |
| EVBHG | Call Forward Busy - Per Hunt Group |
| EVD | Call Forward Don't Answer – Programmed |
| EVDHG | Call Forward Don't Answer - Per Hunt Group |
| EVF | Call Forward Busy Line Don't Answer, Forward To Outside Number |
| EVFHG | Call Forward Busy Line Don't Answer, Forward To Outside Number, Per Hunt Group |
| EVK | Call Forward Busy Line Don't Answer, Overflow |
| EVKHG | Call Forward Busy Line Don't Answer, Overflow, Per Hunt Group |
| EVO | Call Forward Busy Line, Overflow |
| EVOHG | Call Forward Busy Line, Overflow - Per Hunt Group |
| EY3PS | Network Speed Call |

EXHIBIT E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

| USOC for feature | Feature Description |
|-------------------------|---|
| FAL | Additional Listing In Another Directory |
| FBJ | Call Forward, Busy Line – Expanded |
| FBJHG | Call Forward, Busy Line – Expanded - Per Hunt Group |
| FCU/FCY | Call Forwarding-Programmable |
| FDJ | Call Forward, Don't Answer – Expanded |
| FDJHG | Call Forward, Don't Answer – Expanded - Per Hunt Group |
| FGDPN | Secondary Directory Number, Per SDN |
| FID LNR after line USOC | Last Number Redial |
| FID MSB after line USOC | Make Set Busy |
| FID NDT after line USOC | Data Call Protection |
| FID PRK after line USOC | Call Park |
| FKAPN | Continuous Redial, Per PDN |
| FKDPN | Last Call Return, Per PDN |
| FKEPN | Selective Call Forwarding, Per PDN |
| FKQPN | Call Rejection, Per PDN |
| FNA | Alternate Call Listing |
| FOQ | Call Forwarding Without Call Completion |
| FVJ | Call Forwarding Busy Line/Don't Answer Interoffice |
| FVJHG | Call Forwarding Busy Line/Don't Answer Interoffice - Per Hunt Group |
| G5BPN | X.25 Reverse Charge Acceptance, Per Number |
| GFDPN | Packet Switched Data Including One X.25 Logical Channel |
| GSVPK | X.25 Throughput Class Negotiation |
| GVJ | Speed Calling - 1 & 2 Digit List |
| GVT | 6-Way |
| GVV | Speed Calling - 1 & 2 Digit List |
| GVZ | Speed Calling - 1 & 2 Digit List |
| GXEPN | X.25 Fast Select Acceptance, Per Number |
| GXGPK | X.25 Flow Control Parameter Negotiation |
| H6U | Hunting – UCD - Data |
| H6UPG | Hunting – UCD - Data - Per Group |
| HBS | Last Call Return Block |
| HCKPG | Circular Hunting - Per Group |
| HDT | Hunting - Circular – Data |
| HDTPG | Hunting - Circular - Data - Per Group |
| HLA | Hot Line |
| HSHP | Preferential Hunting |
| HSO | Series Completion Per Each TN Hunted To |
| HTG | Hunting Feature |
| HX2 | Call Waiting Terminating |
| JUL | Joint User Listing |
| KX9 | Toll Restriction |
| LBN | Caller Id LIDB Listing |

EXHIBIT E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

| USOC for feature | Feature Description |
|------------------|---|
| M1W | Message Waiting Indicator Audible/Visible |
| MAZ | Analog Call Appearance |
| MGN | Audible Message Waiting Service |
| MJJP | Conference Calling Meet Me |
| MO9PK | Conference Calling Preset |
| MUMHT | Centrex Billing; Network Access Register Sharing Capability |
| MV5 | Visual Message Waiting Service |
| N13 | Call Transfer/Three Way |
| N2D | Hunting - Sequential - Data |
| N2DPG | Hunting - Sequential - Data - Per Group |
| N3CPB | Non-Standard Configuration Group, Per Button |
| NAE | Shared Call Appearance, Per Appearance |
| NBWP | Message Waiting Indication, Per PDN |
| NC8PN | Priority Call, Per PDN |
| NCE | Class Selective Call Forwarding |
| NDD | Caller ID Blocking-All Calls, Per PDN |
| NDK | Automatic Identified Outward Dialing |
| NF4VC | Calling Number Id Feature Package |
| NF4VF | Flexible Calling Feature Package |
| NGQ | Did Sequential Number Block |
| NGS | 20 Sequential DID Numbers |
| NHGP | Key Short Hunt, Per Group |
| NHGPN | Key Short Hunt, Per Number |
| NHN | Each DID Number |
| NHNRN | Each DID Reserved |
| NJEPN | Call Forwarding Variable-All Calls-Voice, Per DN |
| NJGPN | Call Forwarding Busy Line-All Calls-Voice, Per DN |
| NJKPN | Call Forwarding Don't Answer-All Calls-Voice, Per DN |
| NKM | Class Calling Number Delivery Blocking |
| NKM | Caller-ID Block Per Line |
| NLT | Non-Listed Service |
| NM1PP | Isdn Calling Name Delivery |
| NMCPN | Call Name Id, Per Number |
| NN8PK | Speed Calling (8), Per Terminal |
| NNK | CLASS Name /# |
| NPU | Non-Published Service |
| NQ1PN | Call Exclusion, Per DN |
| NQ2PN | Call Forwarding Busy Line For Circuit-Switched Data |
| NQMPN | Call Forwarding Don't Answer For Circuit-Switched Data |
| NRCJ1 | Call Forwarding - Outside |
| NRCJ6 | Call Waiting – Intragroup, Per System |
| NSD | Caller Identification Number |
| NSH | Alternate Listing |

EXHIBIT E**VERTICAL SWITCH FEATURES FOR UNE-SWITCHING**

| USOC for feature | Feature Description |
|-------------------------|--|
| NSK | Class Priority Call |
| NSQ | Class Last Call Return |
| NSS | Class Continuous Redial |
| NSW | No Solicitation Calls Directory Listing |
| NSY | Class Selective Call Rejection |
| NTU | Night Service (Trunk Answer Any Station) |
| NU4PN | Call Forwarding Variable-All Calls For Circuit Switched Data |
| NW9AL | Additional X.25 Logical Channel, Per Logical Channel |
| NWT | Flexible Calling Feature Package |
| NXJPK | Speed Calling (30), Per Terminal |
| NZ6PK | Six Way Conference, Per Terminal |
| NZHPN | Call Pick-up, Per Number |
| NZQ | Hunting – Sequential |
| NZQPG | Hunting – Sequential - Per Group |
| NZS | Hunting – Circular |
| NZSPG | Hunting – Circular - Per Group |
| NZT | Hunting – UCD |
| NZTPG | Hunting – UCD - Per Group |
| NZVPG | Intercom, Per Group |
| OBK5X | Optional Calling Plans* |
| OTQ | Outgoing Trunk Queuing |
| PLC | Code Calling |
| PLS | Advanced Private Line Termination |
| RBVXC | International Toll Block |
| RD7PN | Redirecting Number Delivery, Per Number |
| REAGF | Block Compromise Charge-Removal Of A TN From A Sequential Number Block |
| REAGG | Block Compromise Charge-Temporary Removal Of A TN From A Sequential Number Block |
| REAGM | Changing Number Of Digits Outpulsed, Per Change |
| REAGN | Changing Signaling, Per Change |
| RGE | Automatic Callback |
| RGG1A | Custom Ringing |
| RGG1B | Custom Ringing |
| RGG1C | Custom Ringing |
| RGG2A | Custom Ringing |
| RGG2B | Custom Ringing |
| RGG2C | Custom Ringing |
| RGG3A | Custom Ringing |
| RGG3B | Custom Ringing |
| RGG3C | Custom Ringing |
| RN4PP | Isdn Redirecting Name Delivery |
| RNCEP | Easy Number |

EXHIBIT E**VERTICAL SWITCH FEATURES FOR UNE-SWITCHING**

| USOC for feature | Feature Description |
|-------------------------|---|
| RNN | Distinctive Call Waiting Tone |
| RTV1Q | Toll Restriction – Billed Number Screening |
| RTV1X | Toll Restriction – Billed Number Screening |
| RTV2Q | Toll Restriction – Billed Number Screening |
| RTV3Q | Toll Restriction – Billed Number Screening |
| RTV4Q | Toll Restriction – Billed Number Screening |
| RTVXN | Restriction Of 976 Calls |
| RTVXQ | Toll Restriction – Billed Number Screening |
| RTVXY | 10xxx Direct Dialed Blocking |
| RTY | Toll Restriction Service Individual & Key Lines |
| SE3PG | Hunting - Series Completion - Per Group |
| SE3PG | Series Completion Hunt, Per Group |
| SE3PN | Hunting - Series Completion - Per # |
| SEA | Selective Class Of Call Screening Per Access Line |
| SRG | Selective Class Of Call Screening Per Line Or Trunk |
| TW1 | Talking Call Waiting |
| U1E | Loop Extension Technology |
| XLL | Directory Line Of Information |
| XRW,XRS | 2B+D (Circuit Switched Data)* |
| ZNBHX | Zone 2 - With Hunting; In Central (EAS) |
| ZPTMX | Isdn Call Transfer Per T-1 Facility |

PACKAGES

| | |
|--------------|---|
| UVKBX | Call Waiting/Cancel, Speed Call 30, 3-Way Automatic Call Back, and Call Forward Variable |
| UVKEX | Basic Vertical Feature Package & Class Features, Call Waiting ID, Call Name & Number Delivery, Continuous Redial, Selective Call Forwarding, Selective Call Rejection, and Anonymous Call Rejection |

EXHIBIT F - SPECIAL REQUEST PROCESS

1. The Special Request Process shall be used for the following requests:
 - 1.1 Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.
 - 1.2 Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor
 - 1.3 Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:
 - 1.3.1 that is made up of UNEs that are defined by the FCC or the Commission as a network element to which Qwest is obligated to provide unbundled access, and;
 - 1.3.2 that is made up of UNEs that are ordinarily combined in the Qwest network.
 - 1.4 Requesting an Unbundled Network Element that does not require a technical feasibility analysis and has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product, including, but not limited to, OC-192 (and such higher bandwidths that may exist) UDIT, EEL between OC-3 and OC-192 and new varieties of subloops.
2. Any request that requires an analysis of Technical Feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. If it is determined that a request should have been submitted through the BFR process, Qwest will consider the BFR time frame to have started upon receipt of the original Special Request application form.
3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website.
4. Qwest shall acknowledge receipt of the Special Request within two (2) business days of receipt.
5. Qwest shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the Qwest network. If the request is for a combination of network elements that are not ordinarily combined in the Qwest network, the analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.
6. Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for Unbundled Network Elements that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

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CHANGE MANAGEMENT PROCESS (CMP) FOR LOCAL SERVICES

CHANGE MANAGEMENT PROCESS (CMP)

1.0 INTRODUCTION AND SCOPE ¹

This document defines the processes for change management of OSS interfaces, products and processes (including manual) as described below. CMP provides a means to address changes that support or affect pre-ordering, ordering/provisioning, maintenance/repair and billing capabilities and associated documentation and production support issues for local services provided by CLECs to their end users.

The CMP is managed by CLEC and Qwest representatives each having distinct roles and responsibilities. The CLECs and Qwest will hold regular meetings to exchange information about the status of existing changes, the need for new changes, what changes Qwest is proposing, how the process is working, etc. The process also allows for escalation to resolve disputes, if necessary.

Qwest will track changes to OSS interfaces, products and processes. The CMP includes the identification of changes and encompasses, as applicable, Qwest will process any such changes in accordance with the CMP described in this document.

In cases of conflict between the changes implemented through the CMP and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement. In addition, if changes implemented through the CMP do not necessarily present a direct conflict with a CLEC interconnection agreement, but would abridge or expand the rights of a party to such agreement, the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such agreement.

The CMP is dynamic in nature and, as such, is managed through the regularly scheduled meetings. The parties agree to act in Good Faith in exercising their rights and performing their obligations pursuant to this CMP. This document may be revised, through the procedures described in Section 2.0.

¹ Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services provided by CLECs to their end users. Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

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2.0 MANAGING THE CHANGE MANAGEMENT PROCESS

2.1 Managing the Change Management Process Document

The Change Management Process is dynamic in nature. Proposed modifications to the CMP framework shall be originated by means of discussion at any of the regularly scheduled Monthly Product/Process CMP meetings (standing agenda item at the Monthly Product/Process CMP meetings).

The initiator of the change would send an email with the redlined language and the reasons for the request attached at least 14 days in advance of the Product & Process CMP meeting. The request initiator would present the proposal to the CMP participants. The parties would develop a process for input into the proposed change. To incorporate a change into the CMP requires unanimous agreement [as defined by the voting process]. Each proposal will be assigned a unique tracking number. Date, version and history log for the CMP. Include the proposal in the distribution package and on the agenda. The requested change will be reviewed at one CMP meeting and voted on no earlier than the following CMP meeting.

2.2 Change Management Point-of-Contact (POC)

Qwest and each CLEC will designate primary and secondary change management POC(s) who will serve as the official designees for matters regarding this CMP. The primary POC is the official voting member, and a secondary (alternate) POC can vote in the absence of the primary POC for each CLEC. CLECs and Qwest will exchange POC information including items such as:

- Name
- Title
- Company
- Telephone number
- E-mail address
- Fax number
- Cell phone/Pager number

2.3 Change Management POC List

Primary and secondary CLEC POCs should be included in the Qwest maintained POC list. It is the CLEC responsibility to notify Qwest of any POC changes. The list will be made available to all participating CLECs with the permission of the POCs.

2.4 Qwest CMP Responsibilities

2.4.1 CMP Managers

The Qwest CMP Product/Process Manager is the Qwest Product/Process POC and is responsible for properly processing submitted CRs, conducting the Monthly CMP Product/Process Meeting, assembling and distributing the meeting distribution package, and ensuring minutes are written and distributed in accordance with the agreed-upon timeline.

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The Qwest CMP Systems Manager is the Qwest Systems POC and is responsible for properly processing submitted CRs, conducting the Monthly CMP Systems Meeting, assembling and distributing the meeting distribution package, and ensuring minutes are written and distributed in accordance with the agreed-upon timeline. The CMP Systems Manager also distributes the list of CRs eligible for prioritization to Qwest and the CLECs for ranking, tabulates the rankings, and forwards the resulting prioritization of the CRs to Qwest and the CLECs. In addition, the CMP Systems Manager is responsible for coordinating the publication of any Qwest OSS Interface release notification schedules.

2.4.2 Change Request Project Manager (CRPM)

The Qwest CRPM manages CRs throughout the CMP CR lifecycle. The CRPM is responsible for obtaining a clear understanding of exactly what deliverables the CR originator requires to close the CR, arranging the CR clarification meetings and coordinating necessary Subject Matter Experts (SMEs) from within Qwest to respond to the CR and coordinate the participation of the necessary SMEs in the discussions with the CLECs

2.4.3 Escalation/Dispute Resolution Manager

The Escalation/Dispute Resolution Manager is responsible for managing escalations and disputes in accordance with the CMP Escalation Process and Dispute Resolution Process.

2.5 Method of Communication

The method of communication is e-mail with supporting information posted to the web site when applicable (see Section 3.3 Qwest Wholesale CMP Web Site). Communications sent by e-mail resulting from CMP will include in the subject line "CMP". Email communications regarding document changes will include direct web site links to the related documentation.

Redlined PCATs and Technical Publications associated with product, process, and systems changes will be posted to the Qwest CMP Document Review Web site, <http://www.qwest.com/wholesale/cmp/review.html>. For the duration of the agreed upon comment period CLECs may submit comments on the proposed documentation change. At the Qwest CMP Document Review Web site CLECs may submit their comments on a specific document by selecting the "Submit Comments" link associated with the document. The "Submit Comments." link will take CLECs to an HTML comment template. If for any reason the "Submit" button on the site does not function properly, CLEC may submit comments to cmpcomm@qwest.com. After the conclusion of the applicable CLEC comment period Qwest will aggregate all CLEC comments with Qwest responses and distribute to all CLECs via Notification email within the applicable period.

2.6 CMP Relationship with Management of Performance Indicator Definitions (PIDs)

Qwest Performance Indicator Definitions (PIDs) have been established through collaboration among Qwest, CLECs and state public utilities commissions in a forum known as the Regional Oversight Committee Test Administration Group (ROC TAG). This activity was performed in order to test Qwest's performance in connection with Qwest's application to obtain approval under Section 271 of the Telecommunications Act of 1996. The parties anticipate that the ROC

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TAG (or similar industry group separate from the CMP body) will continue in some form after approval of Qwest's Section 271 application. The parties expect that this industry group will be responsible for change management of the Qwest PIDs (the "PID Administration Group").

The parties acknowledge that the operation of PIDs may be impacted by changes to Qwest OSS Interfaces, products or processes that are within the scope of CMP. Conversely, Qwest OSS Interfaces, products or processes may be impacted by changes to, or the operation of, PIDs that are within the scope of the PID Administration Group. As a result, efficient operation of the CMP requires communication and coordination, including the establishment of processes, between the PID Administration Group and the CMP body.

The parties recognize that if an issue results from CMP that relates to the PIDs (e.g., Qwest denies a CR with reference to PIDs, discussion of PID administration is needed in order to implement a CR, etc.), any party to the CMP may take the issue to the PID Administration Group for discussion and resolution as appropriate under the procedures for that Group. At the time any party brings such an issue to the PID Administration Group, such party shall notify Qwest and Qwest will distribute an e-mail notification to the CMP body. Qwest shall also distribute to the CMP body all correspondence with the PID Administration Group relating to the issue at the time such correspondence is exchanged with the PID Administration Group (if Qwest is not copied on such correspondence, the involved CLEC will forward such correspondence to Qwest for distribution to the CMP body). Qwest or an interested CLEC will bring any resolution or recommendation from the PID Administration Group relating to such issues to the CMP body for consideration in resolving related CMP issues.

It is possible that the PID Administration Group will identify issues that relate to CMP. In that case, the CMP body would expect the PID Administration Group (or a party from that group) to bring such issues to the CMP body for resolution or a recommendation. Such issues may be raised in the form of a CR, but may be raised in a different manner if appropriate. Qwest or an interested CLEC will return to the PID Administration Group any resolution or recommendation from the CMP body on such issues. Qwest and CLECs participating in the PID Administration Group agree that they will propose, develop and adopt processes for the PID Administration Group that will enable the coordination called for in this Section. One such process may include joint meetings, on an as needed basis, of the PID Administration Group and the CMP body to address issues that affect both groups.

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3.0 MEETINGS

Change Management meetings will be conducted on a regularly scheduled basis, at least two consecutive days on a monthly basis. Meeting participants can choose to attend meetings in person or participate by conference call.

Meetings are held to review, prioritize, manage the implementation of process and system changes and address change management requests. Qwest will review the status of all applicable change requests. The meeting may also include discussions of Qwest's development view.

CLEC's request for additional agenda items and associated materials should be submitted to Qwest at least five (5) business days by noon (MT) in advance of the meeting. Qwest is responsible for distributing the agenda and associated meeting materials at least three (3) business days by noon (MT) in advance of the meeting. Qwest will be responsible for preparing, maintaining, and distributing meeting minutes. Attendees with any walk-on items should bring materials of the walk-on items to the meeting.

All attendees, whether in person or by phone, must identify themselves and the company they represent.

Additional meetings may be held at the request of Qwest or any CLEC. Meeting notification must contain an agenda plus any supporting meeting materials. These meetings should be announced at least five (5) business days prior to their occurrence. Exceptions may be made for emergency situations.

3.1 Meeting Materials [Distribution Package] for Change Management Meeting

Meeting materials should include the following information:

- Meeting Logistics
- Minutes from previous meeting
- Agenda
- Change Requests and responses
 - New/Active
 - Updated
 - Log
- Issues, Action Items Log and associated statuses
- Release Summary
- 12 Month Development View
- Monthly System Outage Report
- Any other material to be discussed

Qwest will provide Meeting Materials (Distribution Package) electronically by noon 3 business days prior to the Monthly CMP Meeting. In addition, Qwest will provide hard copies of the Distribution Package at the Monthly CMP Meeting.

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3.2 Meeting Minutes for Change Management Meeting

Qwest will take minutes. Qwest will summarize discussions in meeting minutes and include any revised documents such as Issues, Action items and statuses.

Minutes should be distributed to meeting participants for comments or revisions no later than five (5) business days by noon (MT) after the meeting. CLEC comments should be provided within two (2) business days by noon (MT). Revised minutes, if CLEC comments are received, should be distributed within nine (9) business days by noon (MT) after the meeting.

3.3 Qwest Wholesale CMP Web Site

To facilitate access to CMP documentation, Qwest will maintain CMP information on its web site. The web site should be easy to use and updated in a timely manner. The Web site should be a well organized central repository for CLEC notifications and CMP documentation. Active documentation, including meeting materials (Distribution Package), should be maintained on the website. Change Requests and release notifications should be identified in accordance with the agreed upon naming convention, to facilitate ease of identification. Qwest will maintain closed and old versions of documents on the web site's Archive page for 18 months before storing off line. Information that has been removed from the web site can be obtained by contacting the appropriate Qwest CMP Manager. At a minimum, the CMP web site will include:

- Current version of Qwest CMP document describing the CMP's purpose and scope of setting forth the CMP objectives, procedures, and timelines, including release life cycles.
- Calendar of release dates
- OSS hours of availability
- Links to related web sites, such as IMA EDI, IMA GUI, CEMR, and Notices
- Current CMP escalation process
- CMP prioritization process description and guidelines
- Change Request form and instructions to complete form
- Submitted and open Change Requests and the status of each
- Responses to Change Requests and written responses to CLEC inquiries
- Meeting (formal and informal) information for CMP monthly meetings and interim meetings or conference calls, including descriptions of meetings and participants, agendas, minutes, sign-up forms, and schedules
- A log of each type of change requests and associated status histories
- Meeting materials (distribution package)
- Meeting minutes
- Release announcements and other CLEC notifications and associated requirements
- Directory to CLEC notifications for the month
- Business rules, SATE test case scenarios technical specifications, and user guides will be provided via links on the CMP web site.
- Contact information for the CMP POC list, including CLEC, Qwest and other participants (with participant consent to publish contact information on web page).
- Redlined PCAT and Technical Publications - see Section 2.5
- Instructions for receiving CMP communications – see Section 2.5

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4.0 TYPES OF CHANGE

A Change Request should fall into one of the following classifications:

4.1 Regulatory Change

A Regulatory Change is mandated by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority, or state and federal courts, or as agreed to by Qwest and CLECs. Regulatory changes are not voluntary but are requisite to comply with newly passed legislation, regulatory requirements, or court rulings. Either the CLEC or Qwest may initiate the change request.

4.2 Industry Guideline Change

An Industry Guideline Change implements Industry Guidelines using a national implementation timeline, if any. Either Qwest or the CLEC may initiate the change request. These guidelines are industry defined by:

- Alliance for Telecommunications Industry Solutions (ATIS) Sponsored
- Ordering and Billing Forum (OBF)
- Local Service Ordering and Provisioning Committee (LSOP)
- Telecommunications Industry Forum (TCIF)
- Electronic Commerce Inter-exchange Committee (ECIC)
- Electronic Data Interface Committee (EDI)
- American National Standards Institute (ANSI)

4.3 Qwest Originated Change

A Qwest Originated change is originated by Qwest does not fall within the changes listed above and is within the scope of CMP.

4.4 CLEC Originated Change

A CLEC Originated change is originated by the CLEC does not fall within the changes listed above and is within the scope of CMP.

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5.0 CHANGE REQUEST PROCESS

5.1 CLEC-Qwest OSS Interface Change Request Process

A CLEC or Qwest seeking to change an existing OSS interface, to establish a new OSS interface, or to retire an existing OSS interface must submit a Change Request (CR). A Change Request originator will complete and email a completed Change Request (CR) Form to the Qwest Systems CMP Manager in accordance with the instructions set forth in the Qwest Wholesale CMP Web site located at the following [URL: http://www.qwest.com/wholesale/cmp/index.html](http://www.qwest.com/wholesale/cmp/index.html). The CR Process supports Regulatory, Industry Guideline, CLEC-initiated and Qwest-initiated changes. The process for Regulatory or Industry Guideline changes will be managed as described in Section 5.1.1. and Section 5.1.2 below.

5.1.1 Regulatory or Industry Guideline Change Request

The party submitting a Regulatory or Industry Guideline CR must also include sufficient information to justify the CR being treated as a Regulatory or Industry Guideline CR in the CR description section of the CR form. Such information must include specific references to regulatory or court orders, legislation, or industry guidelines as well as dates, docket or case number, page or paragraph numbers and the mandatory or recommended implementation date, if any.

Qwest or any CLEC may submit Regulatory and Industry Guideline CRs. Qwest will send CLECs a notice when it posts Regulatory or Industry Guideline CRs to the web site and identify when comments are due, as described below. Regulatory and Industry Guideline CRs will also be identified in the CMP Systems Monthly Meeting Distribution Package. The upcoming meeting agenda will identify that consensus is required if a CR constitutes a Regulatory or Industry Guideline change. Not later than 8 business days prior to the CMP Systems Monthly meeting, any party objecting to the classification of such CR as Regulatory or Industry Guideline must submit a statement documenting reasons why the objecting party does not agree that the CR should be classified as Regulatory or Industry Guideline change. Regulatory and Industry Guideline CRs may not be presented as walk-on items.

If Qwest or any CLEC has objected to the classification of a CR as Regulatory or Industry Guideline, that CR will be discussed at the next monthly Change Management Systems Meeting. At that meeting, Qwest and the CLECs will attempt to agree that the CR is Regulatory or Industry Guideline. If Qwest or any CLEC does not agree that the CR is Regulatory or Industry Guideline, the CR will be treated as a non-Regulatory, non-Industry Guideline CR and prioritized with the CLEC-originated and Qwest-originated CRs, unless and until the CR is declared to be Regulatory or Industry Guideline through dispute resolution. Final determination of CR type will be made by the CLEC and Qwest POC at that monthly meeting, and documented in the meeting minutes.

5.1.2 Implementation of Regulatory CRs

As a general rule, a Regulatory Change will be implemented by mechanization unless all parties agree otherwise, as described below. Accordingly, all Regulatory CRs initially must be

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submitted as Systems CRs, including when the regulatory CR clearly is for a Product or Process change, and will be introduced at the monthly CMP Systems meeting. If the Regulatory CR originator seeks to establish that the CR should be implemented by a manual process, the originator must so indicate on the CR form and include as much information supporting the application of the exception as practicable.

For each Regulatory CR, Qwest will provide a cost analysis for both a manual and a mechanized solution. The cost analyses will include a description of the work to be performed and any underlying estimates that Qwest has performed associated with those costs. Qwest will also provide an estimated level of effort expressed in terms of person hours required for the mechanized solution. The cost analysis will be based on factors considered by Qwest, which may include volume, number of CLECs, technical feasibility, parity with retail, or effectiveness/feasibility of a manual process.

The Regulatory CR will be implemented by a manual solution if there is a majority vote in favor of one of the following exceptions by Qwest and CLECs present at the monthly CMP Systems meeting.

A. The mechanized solution is not technically feasible.

or

B. There is a significant difference in the costs for the manual and mechanized solutions. Cost estimates will allow for direct comparisons between solutions using comparable methodologies and time periods.

Any party that desires to present information to establish an exception may do so at the monthly Systems CMP meeting when the implementation plan is presented

After the implementation plan has been discussed at the CMP Systems meeting at which the CR is presented, Qwest will request that a POC of each CLEC and Qwest indicate the respective preferences regarding the exception, e.g., by a show of raised hands. The majority vote decision will apply unless the outcome of a dispute resolution alters such decision. The results will be reflected in the meeting minutes.

In addition to Exceptions A or B, the parties that are present at the CMP Systems meeting at which the CR is presented can, upon unanimous agreement, decide to vary from the general rule regarding Regulatory CR implementation in any respect. For example, the parties at the CMP Systems meeting at which the CR is presented can agree that a Regulatory CR will be implemented by a manual solution for any reason other than those described in Exceptions A and B. If the Regulatory CR originator seeks to establish that a variance should apply, the originator must so indicate on the CR form and include in the CR as much information supporting the application of the exception as practicable.

If any party present objects to voting on the exception or variance at the monthly CMP Systems meeting at which the CR is presented, then Qwest will request that a POC of each CLEC and Qwest indicate whether they prefer to postpone the vote until the next monthly CMP Systems meeting, e.g., by a show of raised hands. The majority vote decision will apply. The results of

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the vote will be reflected in the meeting minutes. If appropriate, additional discussion regarding the CR will be held at the next monthly CMP Systems meeting prior to the vote.

Once a Regulatory CR has been agreed upon to be implemented by a manual solution, the CR will be, from that point forward, tracked as a Product/Process CR through the monthly CMP Product/Process meetings.

If Qwest is unable to fully implement a mechanized solution in the first release that occurs after the CMP participants agree that a change has been mandated, Qwest's implementation plan for the mechanized solution may include the short-term implementation of a manual work-around until the mechanized solution can be implemented. In that situation, a single systems Regulatory CR will be used for the implementation of both the manual and mechanized changes. Qwest will continue to work that Regulatory CR until the mechanized solution is implemented.

If a regulatory CR is implemented by a manual process and later it is determined that a change in circumstance warrants a mechanized solution, Qwest or any CLEC may submit a new systems CR which must include evidence of the change in circumstance, such as an estimated volume increase or changes in technical feasibility, and the number of the CR that was implemented using a manual process. The CR originator may request that the CR be treated as a Regulatory CR. If Qwest or any CLEC does not agree to treat the CR as a Regulatory Change, it will be treated as a Qwest or CLEC initiated change.

Any party that disagrees with the majority decision regarding Exceptions A and B may initiate dispute resolution pursuant to the CMP Dispute Resolution provisions.

5.1.3 CR Initiation Process

Within two (2) business days after receipt of a valid CR Qwest's CMP Systems Manager will assign a CR Number for tracking purposes, assign a Change Request Project Manager (CRPM), acknowledge receipt of the CR by e-mail to the CR Originator and issue the CR internally for management through the process. The CR will be assigned the status of Submitted and become an active CR reported in Qwest's CLEC Change Request Systems Interactive Report located on the Qwest Wholesale CMP web site.

Within four (4) business days after receipt of a valid CR, Qwest will post the valid CR to the CMP web site via Qwest's Interactive Report. The report will contain the CR details, originator identity, assigned CRPM, assigned CR Number and, when practicable, the designated Qwest SME and associated Director.

Within eight (8) business days after receipt of a complete CR, the CRPM coordinates and holds a Clarification Meeting with the CR Originator and Qwest's SME(s). If the originator is not available within the above specified time frame, then the clarification meeting will be held at a mutually agreed upon time. Qwest may not provide a response to a CR until a clarification meeting has been held.

At the clarification meeting, Qwest and the Originator will review the submitted CR, validate the intent of the Originator's CR, clarify all aspects, identify all questions to be answered, and

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determine deliverables to be produced. After the clarification meeting has been held, the CRPM will document and issue meeting minutes within five (5) business days.

CRs submitted 21 calendar days prior to the next scheduled CMP Meeting will be presented at that CMP meeting for clarification from all CLECs participating in the CMP Meeting. Prior to the CMP Systems Meeting the CRPM will post responses to Systems CRs to the CMP database. The response will be made available via the Interactive Reports and via the Distribution Package for the CMP Systems Meeting. The Originator will present its CR and provide any business reasons for the CR. Items or issues identified during the previously held clarification meeting will be relayed. CLECs participating in the CMP Meeting will be given the opportunity to comment on the CR and provide additional clarifications. If appropriate, Qwest's SME(s) will identify options and potential solutions to the CR. Clarifications and/or modifications related to the CR will be incorporated into the evaluation of the CR. Consensus will be obtained from the participating CLECs as to the appropriate direction/solution for Qwest's SME to take in responding to the CR if applicable.

CRs that are not submitted 21 calendar days prior to the CMP Meeting may be introduced at that CMP Meeting as a walk-on item. The Originating CLEC will present its CR and participating CLECs will be allowed to provide comments to the CR. Qwest will provide a status of the CR.

All Qwest Draft Responses issued will be presented at the next scheduled CMP Meeting. Qwest will conduct a walk through of the response and participating CLECs will be provided the opportunity to discuss, clarify and comment on Qwest's Response. Qwest's Responses will be either:

- "Accepted" (Qwest will implement the CLEC request) with position stated, or
- "Denied" (Qwest will not implement the CLEC request) with basis for the denial, including reference to substantiating material. CLEC-initiated OSS Interfaces change request may be denied for one or more of the following reasons.
 - Technologically not feasible—a technical solution is not available
 - Regulatory ruling/Legal implications—regulatory or legal reasons prohibit the change as requested, or if the request benefits some CLECs and negatively impact others (parity among CLECs) (Contrary to ICA provisions)
 - Outside the Scope of the Change Management Process—the request is not within the scope of the Change Management Process (as defined in this CMP), seeks adherence to existing procedures, or requests for information
 - Economically not feasible—low demand, cost prohibitive to implement the request, or both.
 - The requested change does not result in a reasonably demonstrable business benefit (to Qwest or the requesting CLEC) or customer service improvement .

Qwest will not deny a CR solely on the basis that the CR involves a change to back-end systems. Qwest will apply these same concepts to CRs that Qwest initiates. The SCRP may be invoked if a CR was denied due to economically not feasible—refer to Section 10.3 SCRP.

Based on the comments received from the CMP Meeting, Qwest may revise its response and issue a revised draft response at the next CMP Meeting.

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If CLECs do not accept Qwest's response, they may elect to escalate or dispute the CR in accordance with the agreed upon CMP escalation or Dispute Resolution procedures. If the originating CLEC does not agree with the determination to escalate or pursue the dispute resolution, it may withdraw its participation from the CR and any other CLEC may become responsible for pursuing the CR Escalation upon providing written notice to the Qwest CMP Manager. The CR will be assigned the status of Escalated and remain an active CR. Qwest will note in the status history of the interactive reports that the CR has been escalated. However, the CR status will reflect the stage of the CR as it progresses through the CR lifecycle.

If the CLECs do not accept Qwest's response and do not intend to escalate or dispute at the present time, they may request Qwest to status the CR as 'Deferred.' The CR will remain as Deferred and CLECs may activate or close the CR at a later date.

At the last Systems CMP meeting before Prioritization, Qwest will facilitate the presentation of all CRs eligible for Prioritization. At this meeting Qwest will provide a high level estimate of the Level of Effort of each CR and the estimated total capacity of the release. This estimate will be an estimate of the number of person hours required to incorporate the CR into the release. Ranking will proceed, as described in Section 10.0, Prioritization. The results of the ranking will produce a release candidate list.

5.2 CLEC-Qwest OSS Interface Change Request Lifecycle

Based on the release candidate list, Qwest will begin its development cycle that includes the following milestones:

5.2.1 Business and Systems Requirements

Qwest engineers define the business and functional specifications during this phase. The specifications are completed on a per candidate basis in priority order. During business and system requirements, any candidates which have affinities and may be more efficiently implemented together will be discussed. Candidates with affinities are defined as candidates with similarities in functions or software components. Qwest will also present any complexities, changes in candidate size, or other concerns that may arise during business or system requirements, which would impact the implementation

of the candidate. During the business and systems requirement efforts, CRs may be modified or new CRs may be generated (by CLECs or Qwest), with a request that the new or modified CRs be considered for addition to the release candidate list (late added CRs). If the CMP body grants the request to consider the late added CRs for addition to the release candidate list, Qwest will size the CR's requirements work effort. If the requirements work effort for the late added CRs can be completed by the end of system requirements, the release candidate list and the new CRs will be prioritized by CLECs in accordance with the agreed upon Prioritization Process (see Section 10.0). If the requirements work effort for the late added CRs cannot be completed by the end of system requirements, the CR will not be eligible for the release and will be returned to the pool of CRs that are available for prioritization in the next OSS interface release.

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5.2.2 Packaging

At the conclusion of system requirements, Qwest will present packaging option(s) for implementing the release candidates. Packaging options are defined as different combinations of candidates proposed for continuing through the next stage of development. Packaging options may not exist for the release; i.e., there may only be one straightforward set of candidates to continue working through the next stage of development. Options may be identified due to:

- affinities in candidates
- resource constraints which prevent some candidates from being implemented but allow others to be completed.

Qwest will provide an updated level estimate of the Level of Effort of each CR and the estimated total capacity of the release. If more than one option is presented, a vote will be held within 2 days after the meeting on the options. The option with the largest number of votes will continue through the design phase of the development cycle.

5.2.3 Design

Qwest engineers define the architectural and code changes required to complete the work associated with each candidate. The design work is completed on the candidates, which have been packaged.

5.2.4 Commitment

After design, Qwest will present a final list of candidates which can be implemented. Qwest will provide an updated level estimate of the Level of Effort of each CR and the estimated total capacity of the release. These candidates become the committed candidates for the release.

5.2.5 Code & Test

Qwest engineers will perform the coding and testing by Qwest required to complete the work associated with the committed candidates. The code is developed and baselined before being delivered to system test. A system test plan (system test cases, costs, schedule, test environment, test data, etc.) is completed. The system is tested for meeting business and system requirements, certification is completed on the system readiness for production, and pre-final documentation is reviewed and baselined. If in the course of the code and test effort, Qwest determines that it cannot complete the work required to include a candidate in the planned release, Qwest will discuss options with the CLECs in the next CMP meeting. Options can include either the removal of that candidate from the list or a postponement in the release date to incorporate that candidate. If the candidate is removed from the list, Qwest will also advise the CLECs whether or not the candidate could become a candidate for the next point release, with appropriate disclosure as part of the current major release of the OSS interface. Alternatively, the candidate will be returned to the pool of CRs that are available for prioritization in the next OSS interface release.

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5.2.6 Deployment

During this phase Qwest representatives from the business and operations review and agree the system is ready for full deployment. The release is deployed and production support initiated and conducted.

During any phase of the lifecycle, a candidate may be requested to be removed by the requesting CLEC. If that occurs, the candidate will be discussed at the next CMP meeting or in a special emergency meeting, if required. The candidate will only be removed from further phases of development if there is unanimous agreement by the CLECs and Qwest at that meeting.

When Qwest has completed development of the OSS interface change, Qwest will release the OSS interface functionality into production for use by the CLECs.

Upon implementation of the OSS interface release, the CRs will be presented for closure at the next CMP monthly meeting.

5.3 CLEC Product/Process Change Request Initiation Process

If a CLEC wants Qwest to change a Product/Process the CLEC e-mails a completed Change Request (CR) Form to the Qwest Product/Process CMP Manager. Within 2 business days Qwest's Product/Process CMP Manager reviews CR for completeness, and requests additional information from the CR originator, if necessary, within two (2) business days after Qwest receives a complete CR:

- The Qwest CMP manager assigns a CR Number and logs the CR into the CMP Database.
- The Qwest CMP Manager forwards the CR to the CMP Group Manager,
- The Qwest CMP manager sends acknowledgment of receipt to the CR submitter and updates the CMP Database.

Within two (2) business days after acknowledgement:

- The Qwest CMP Manager posts the complete CR to the CMP Web site
- The CMP Group Manager assigns a Change Request Project Manager (CRPM) and identifies the appropriate Director responsible for the CR.
- The CRPM obtains from the Director the names of the assigned Subject Matter Expert(s) (SME).
- the CRPM will provide a copy of the detailed CR report to the CR originator which includes the following information:
 - Description of CR
 - originating CLEC
 - assigned CRPM contact information
 - assigned CR number
 - designated Qwest SMEs and associated director(s)
- Within eight (8) business days after receipt of a complete CR, the CRPM Coordinates and holds a Clarification Meeting with the Originating CLEC and Qwest's SMEs. If the originating CLEC is not available within the above specified time frame, then the clarification

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meeting will be held at a mutually agreed upon time. Qwest will not provide a response to a CR until a clarification meeting has been held.

- At the Clarification Meeting, Qwest and the Originating CLEC review the submitted CR, validate the intent of the Originating CLEC's CR, clarify all aspects, identify all questions to be answered, and determine deliverables to be produced. After the clarification meeting has been held, The CRPM will document and issue meeting minutes within five (5) business days. Qwest's SME will internally identify options and potential solutions to the CR
- CRs received twenty one calendar days prior to the next scheduled CMP meeting will be presented at that CMP Meeting. CRs that are not submitted by the above specified cut-off date may be presented at that CMP meeting as a walk-on item with current status. The Originating CLEC will present its CR and provide any business reasons for the CR. Items or issues identified during the previously held Clarification Meeting will be relayed. Then, participating CLECs will be given the opportunity to comment on the CR and subsequent clarifications. Clarifications and/or modifications related to the CR will be incorporated. Qwest's SME will present options and potential solutions to the CR. consensus will be obtained from the participating CLECs as to the appropriate direction/solution for Qwest's SME to take in responding to the CR.
- Subsequently, Qwest will develop a draft response based on the discussion from the Monthly CMP Meeting. Qwest's Responses will be:
- "Accepted" (Qwest will implement the CLEC request) with position stated, or
- "Denied" (Qwest will not implement the CLEC request) with basis for the denial, including reference to substantiating material. CLEC-initiated OSS Interfaces change request may be denied for one or more of the following reasons.
 - Technologically not feasible—a technical solution is not available
 - Regulatory ruling/Legal implications—regulatory or legal reasons prohibit the change as requested, or if the request benefits some CLECs and negatively impact others (parity among CLECs) (Contrary to ICA provisions)
 - Outside the Scope of the Change Management Process—the request is not within the scope of the Change Management Process (as defined in this CMP), seeks adherence to existing procedures, or requests for information
 - Economically not feasible—low demand, cost prohibitive to implement the request, or both.
 - The requested change does not result in a reasonably demonstrable business benefit (to Qwest or the requesting CLEC) or customer service improvement.

Qwest will not deny a CR solely on the basis that the CR involves a change to the back-end systems.

Qwest will apply these same concepts to CRs that they initiate.

SCRPM may be invoked if a CR was denied due to Economically not feasible.

At least one (1) week prior to the next scheduled CMP meeting, The CRPM will have the response posted to the Web, added to CMP Database, and will notify all CLECs via email

All Qwest Responses will be presented at the next scheduled CMP meeting by Qwest, who will conduct a walk through of the response. Participating CLECs will be provided the opportunity to discuss, clarify and comment on Qwest's Response

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Based on the comments received from the Monthly Meeting, Qwest' may revise its response and issue a modified response at the next monthly CMP meeting. Within ten (10) business days after the CMP meeting, Qwest will notify the CLECs of Qwest's intent to modify its response.

If the CLECs do not accept Qwest's response, any CLEC can elect to escalate the CR in accordance with the agreed upon CMP Escalation or dispute resolution Procedures. If the originating CLEC does not agree with the determination to escalate or pursue the dispute resolution, it may withdraw its participation from the CR and any other CLEC may become responsible for pursuing the CR upon providing written notice to the Qwest CMP manager. Qwest will note in the status history of the interactive reports that the CR has been escalated. However, the CR status will reflect the stage of the CR as it progresses through the CR lifecycle.

If the CLECs do not accept Qwest's response and do not intend to escalate or dispute at the present time, they may request Qwest to status the CR as deferred. The CR will be statused Deferred and CLECs may activate or close the CR at a later date.

The CLECs' acceptance of Qwest's response may result in:

- The response answered the CR and no further action is required;
- The response provided an implementation plan for a product or process to be developed;
- Qwest Denied the CLEC CR and no further action is required by CLEC.

If the CLECs have accepted Qwest's response, Qwest will provide notice of planned implementation in accordance with time frames defined in the CMP. If necessary, Qwest may request that CLECs provide input during the development stage. Qwest will then deploy the Qwest recommended implementation plan.

Finally, the CR will be closed when CLECs determine that no further action is required for that CR.

5.4 Qwest Initiated Product/Process Changes

The following defines five levels of Qwest-initiated product/process changes and the process by which Qwest will initiate and implement these changes. None of the following shall be construed to supersede timelines or provisions mandated by federal or state regulatory authorities, certain CLEC facing websites (e.g., ICONN and Network Disclosures) or individual interconnection agreements. Each notice will state that it does not supercede individual interconnection agreements. The lists provided below are exhaustive/ finite but may be modified by agreement of the parties. Qwest will utilize these lists when determining the disposition (e.g., Level 0–4) to which new changes should be categorized. The changes that go through these processes are not changes to OSS Interfaces. Level 1-4 changes under this process will be tracked and differentiated by level in the History Log.

5.4.1 Level 0 changes

Level 0 changes are defined as changes that do not change the meaning of documentation and do not alter CLEC operating procedures. Level 0 changes are effective immediately without notice.

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Level 0 Change Categories are:

- Font and typeface changes (e.g., bold to un-bold or bold to italics)
- Capitalization
- Spelling corrections and typographical errors other than numbers that appear as part of an interval or timeframe.
- Hyphenation
- Acronym vs. non-acronym (e.g., inserting words to spell out an acronym)
- Symbols (e.g., changing bullets from circles to squares for consistency in document)
- Word changes from singular to plural (or vice versa) to correct grammar
- Punctuation
- Changing of a number to words (or vice versa)
- Changing a word to a synonym
- Contact personnel title changes where contact information does not change
- Alphabetize information
- Indenting (left/right/center justifying for consistency)
- Grammatical corrections (making a complete sentence out of a phrase)
- Corrections to apply consistency to product names (i.e., "PBX - Resale" changed to "Resale - PBX")
- Moving paragraphs/sentences within the same section of a document to improve readability
- Hyperlink corrections within documentation
- Remove unnecessary repetitive words in the same paragraph or short section.

For any change that Qwest considers a Level 0 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.1.1 Level 0 Process/Deliverables

For Level 0 changes, Qwest will not provide a notification, web change form, or history log to CLECs. Changes to the documentation will be updated and posted immediately.

5.4.2 Level 1 changes

Level 1 changes are defined as changes that do not alter CLEC operating procedures or changes that are time critical corrections to a Qwest product or process. Time critical corrections may alter CLEC operating procedures, but only if such Qwest product or process has first been implemented through the appropriate level under CMP. Level 1 changes are effective immediately upon notice.

Level 1 Change Categories are:

- Time Critical Corrections to information that adversely impacts CLECs ability to conduct business with Qwest
- Corrections/clarifications/additional information that does not change the product or process
- Correction to synch up related PCAT documentation with the primary PCAT documentation that was modified through a higher level change (notice needs to include reference to primary PCAT documentation)

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- Document corrections to synch up with existing OSS Interfaces documentation (notice needs to include reference to OSS Interfaces documentation)
- Process options with no mandatory deadline, that do not supercede the existing processes and that do not impose charges, regardless of whether the CLEC exercises the option
- Modifications to Frequently Asked Questions that do not change the existing product or process
- Re-notifications issued within 6 months after initial notification (notice will include reference to date of initial notification or, if not available, reference to existing PCAT)
- Regulatory Orders that mandate a Product/Process change to be effective in less than 21 days
- Training information (note: if a class is cancelled, notification is provided 2 weeks in advance)
- URL changes with redirect link

For any change that Qwest considers a Level 1 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.2.1 Level 1 Process/Deliverables

For Level 1 changes, Qwest will provide a notification to CLECs. Level 1 notifications will state the disposition (e.g. Level 1), description of change, changes are effective immediately, that there is no comment cycle and will advise CLECs to contact the CMP Manager, by email at cmpcr@qwest.com, immediately if the change alters the CLECs' operating procedures and requires Qwest's assistance to resolve. Qwest will promptly respond to the CLEC and work to resolve the issue. In addition, Qwest will provide the following for PCAT and NonFCC Technical Publication ("Tech Pub") changes:

- A web notification form that includes an exact cut and paste of the changes highlighted in green (PCAT) or redlined (Technical Publications). If necessary, additional text above and below the changes will be provided for context.
- A history log that tracks the changes

5.4.3 Level 2 changes

Level 2 changes are defined as changes that have minimal effect on CLEC operating procedures. Qwest will provide notice of Level 2 changes at least 21 calendar days prior to implementation.

Level 2 Change Categories are:

- Contact Information updates excluding time critical corrections (includes email, fax, TN, personnel changes)
- Changes to a form that do not introduce changes to the underlying process
- Changes to eliminate/replace existing Web functionality will be available for 21 days until comments are addressed. (either a demo or screen shot presentation will be available at the time of the notification for evaluation during the 21 day cycle.)
- Removal of data stored under an archive URL
- Elimination of a URL re-direct
- Addition of new Web functionality (e.g., CNLA)

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- Re-notifications issued 6 months or more after the initial notification (notice will include reference to date of initial notification or, if not available, reference to existing PCAT)
- Documentation concerning existing processes/products not previously documented
- Changes to manually generated notifications normally transmitted to CLECs through their OSS interfaces that are made to standardize or clarify, but do not change the reasons for, such notifications.
- LSOG/PCAT documentation changes associated with new OSS Interface release documentation resulting from an OSS interface CR
- Reduction to an interval in Qwest's SIG

For any change that Qwest considers a Level 2 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.3.1 Level 2 Process/Deliverables

For Level 2 changes, Qwest will provide a notice to CLECs. Level 2 notifications will state the disposition (e.g. level 2), description of change, proposed implementation date, and CLEC/Qwest comment cycle timeframes. In addition to the notice, any documentation changes required to PCATs and Non-FCC Tech Pubs (red-line for Tech Pubs and green highlights for PCATs) will be available for review in the Document Review section of the CMP Website (<http://www.qwest.com/wholesale/cmp/review.html>), commonly known as the document review site. In the document review site, a comment button will be available next to the document to allow CLECs to provide comments. For Level 2 changes that do not impact PCATs or NonFCC Tech Pubs, a comments link will be provided within the notification for comments.

Qwest must provide initial notice of Level 2 changes at least 21 calendar days prior to implementation and adhere to the following comment cycle:

- CLECs have 7 calendar days following initial notification of the change to provide written comments on the notice
- Qwest will reply to CLEC comments no later than 7 calendar days following the CLEC cut-off for comments. The Qwest reply will also include confirmation of the implementation date.
- Qwest will implement no sooner than 21 calendar days from the initial notification.

CLECs may provide General comments regarding the change (e.g., clarification, request for modification, request to change the disposition level). Comments must be provided during the comments cycle as outlined for level 2 changes.

If a CLEC requests to change the disposition level, CLECs and Qwest will discuss such requests at the next monthly Product/Process CMP meeting. In the event that timing doesn't allow for discussion at the upcoming CMP meeting Qwest will call a special ad hoc meeting to address the request. If the parties are not able to reach consensus on any such request, CLECs and Qwest will take a vote of the parties in attendance at the meeting. The result will be determined by the majority. If the disposition Level of a change is modified, from the date of the modification forward such change will proceed under the modified Level with notifications and timelines agreed to by the participants.

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For general comments, Qwest will respond to comments and provide a final notice of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and NonFCC Tech Pubs available to CLECs and implement the change(s) according to the timeframes put forth above. If there are no CLEC comments, a final notice will not be provided and the changes will be effective according to the date provided in the original notification.

If the CLECs do not accept Qwest's response, any CLEC may elect to escalate or pursue dispute resolution in accordance with the agreed upon CMP Escalation or Dispute Resolution procedures.

5.4.4 Level 3 changes

Level 3 changes are defined as changes that have moderate effect on CLEC operating procedures and require more lead-time before implementation than Level 2 changes. Qwest will provide initial notice of Level 3 changes at least 31 calendar days prior to implementation.

Level 3 Change Categories are:

- NC/NCI code changes
- Adding of new features to existing products (excluding resale)
- Customer-facing Center hours and holiday schedule changes
- Modify/change existing manual process
- Expanding the availability and applicability or functionality of an existing product or existing feature (excluding resale)
- Regulatory Orders that mandate a Product/Process change to be effective in 21 days or more

For any change that Qwest considers a Level 3 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.4.1 Level 3 Process/Deliverables

For Level 3 changes, Qwest will provide a notice to CLECs. Level 3 notifications will state the disposition (e.g. level 3), description of change, proposed implementation date, and CLEC/Qwest comment cycle timeframes. Level 3 notifications will only include Level 3 Changes, excluding notification of changes to Tech Pubs. For Level 3 notifications that Qwest believes represent a new change category under Level 0, Level 1, Level 2, Level 3, or Level 4, Qwest should propose such new change category in the notice and CLECs and Qwest will discuss the proposal in the next monthly Product & Process CMP meeting. In addition to the notice, any documentation changes required to PCATs and Non-FCC Tech Pubs (red-line for Tech Pubs and green highlights for PCATs) will be available for review in the Document Review section of the CMP Website (<http://www.qwest.com/wholesale/cmp/review.html>), commonly known as the document review site. In the document review site, a comment button will be available next to the document to allow CLECs to provide written comments. For Level 3 changes that do not impact PCATs or Non-FCC Tech pubs, a link will be provided within the notification for comments.

Qwest will provide initial notice of Level 3 changes at least 31 calendar days prior to implementation and adhere to the following comment cycle:

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- CLECs have 15 calendar days following initial notification of the change to provide written comments on the notice
- Qwest will reply to CLEC comments no later than 15 calendar days following the CLEC cut-off for comments. The Qwest reply will also include confirmation of the implementation date. In the event there are extenuating circumstances, (e.g. requested change requires significant research, information is required from national standards body or industry (e.g. Telcordia)), Qwest's response will indicate the course of action Qwest is taking and Qwest will provide additional information when available. Once the information is available Qwest will provide a notification and any available updated documentation (e.g. Tech Pubs, PCATs) at least 15 calendar days prior to implementation.
- Qwest will implement no sooner than 15 calendar days after providing the response to CLEC comments. For example, if there are no CLEC comments, Qwest may send out a final notification on the first day following the CLEC cut-off for comments (day 16 after the initial notification). Thus, implementation would be 31 days from the initial notification. However, if Qwest does not respond to the CLEC comments until the 15th day after the CLEC cut-off for comments, the earliest possible implementation date would be 45 calendar days from the initial notification.

CLEC comments must be provided during the comment cycle as outlined for Level 3 changes. Comments may be one of the following:

- General comments regarding the change (e.g., clarification, request for modification)
- Request to change disposition of Level. If the request is for a change to Level 4, the request must include substantive information to warrant a change in disposition (e.g. business need, financial impact).
- Request to change disposition to a Level 0, Level 1 or Level 2 doesn't have to include substantive information to warrant a change.
- Request for postponement of implementation date, or effective date

For general comments, Qwest will respond to comments and provide a final notice of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and Non FCC Tech Pubs available to CLECs and implement the change(s) according to the timeframes put forth above.

CLECs and Qwest will discuss requests to change the disposition Level of noticed changes, or to establish new change categories under Levels 0 – 4, at the next monthly Product & Process CMP meeting. In the event that the parties are not able to reach consensus on any such request, CLECs and Qwest will take a vote of the parties in attendance at the meeting. The result will be determined by the majority. If the disposition Level of a change is modified, from the date of the modification forward such change will proceed under the modified Level with notifications and timelines agreed to by the participants. Except that, within five (5) business days after the disposition level is changed to a Level 1, Qwest will provide a Level 1 notification. When a change to the disposition Level of a particular notice also suggests that a new category of change be established under one of the Levels, a separate vote shall be taken for each.

For a request for postponement, Qwest will follow the procedures as outlined in Section XX of this document.

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If the CLECs do not accept Qwest's response, any CLEC may elect to escalate or pursue dispute resolution in accordance with the agreed upon CMP Escalation or Dispute Resolution procedures.

5.4.5 Level 4 Changes

Level 4 changes are defined as changes that have a major effect on existing CLEC operating procedures or that require the development of new procedures. Level 4 changes will be initiated using the CMP CR process and provide CLEC an opportunity to have input into the development of the change prior to implementation.

Level 4 Change Categories are:

- New products, features, services (excluding resale)
- Increase to an interval in Qwest's SIG
- Changes to CMP
- New PCAT/Tech Pub for new processes
- New manual process
- Limiting the availability and applicability or functionality of an existing product or existing feature
- Addition of a required field on a form excluding mechanized forms that are changed through an OSS interface CR

For any change that Qwest considers a Level 4 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.5.1 Level 4 Process/Deliverables

Qwest will submit a completed Change Request no later than 14 calendar days prior to the CMP Product and Process Monthly Meeting. At a minimum, each Change Request will include the following information:

- A description of the proposed change
- A proposed implementation date (if known)
- Indication of the reason for change (e.g., regulatory mandate)
- Basis for disposition of level 4

Within two (2) business days from receipt of the CR:

- The Qwest CMP manager assigns a CR Number and logs the CR into the CMP Database.
- The Qwest CMP Manager forwards the CR to the CMP Group Manager,
- The Qwest CMP manager sends acknowledgment of receipt to the CR submitter and updates the CMP Database.

Within two (2) business days after acknowledgement,

- The Qwest CMP Manager posts the complete CR to the CMP Web site
- The CMP Group Manager assigns a Change Request Project Manager (CRPM) and identifies the appropriate Director responsible for the CR
- The CRPM identifies the CR subject matter expert (SME) and the SME's Director.